SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	NNM15552223R	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)		4200552223

7. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Office of Procurement
Marshall Space Flight Center AL 35812

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1630 CT (Hour) local time 08/05/2015 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Sharrief A. Alamin	256	961-7622		sharrief.a.alamin@nasa.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)* ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

Jennifer B McCaghren

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM15552223R	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	STRATEGIC IMPACT EVALUATION STUDY Delivery: 08/03/2015 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				
001	AST M&E Deep Dive				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

PART I – THE SCHEDULE

"NASA Valuation Study: The Value Benefits and Impact of SERVIR Applied Sciences Teams (AST)"

B.1 1852.216-78 Firm Fixed Price. (DEC 1988)

The total firm fixed price of this contract is TBD.

(End of clause)

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

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/Statement of Work incorporated entitled: "NASA Valuation Study: The value, benefits and impact of SERVIR Applied Sciences Teams (AST)".

(End of clause)

B. 3 DELIVERABLES

The Contractor shall deliver the following:

See attachment J-1, Statement of Work

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Attachment J-1, "NASA Valuation Study: The Value Benefits and Impact of SERVIR Applied Sciences Teams (AST)"

(End of text)

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT-FIXED PRICE (AUG 1996)

(a) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(b) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the premises of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(c) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises.

(d) The Government shall accept or reject the work as promptly as practicable after delivery, unless otherwise specified in the contract. Government failure to inspect and accept or reject the work shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming work. Work is nonconforming when it is defective in material or workmanship or is otherwise not in conformity with contract requirements.

(e) The Government has the right to reject nonconforming work. If the Contractor fails or is unable to correct or to replace nonconforming work within the delivery schedule (or such later time as the Contracting Officer may authorize), the Contracting Officer may accept the work and make an equitable price reduction. Failure to agree on a price reduction shall be a dispute.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT-FIXED PRICE (AUG 1996) CONT.

(f) Inspection and test by the Government does not relieve the Contractor from responsibility for defects or other failures to meet the contract requirements that may be discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise specified in the contract. If acceptance is not conclusive for any of these causes, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor—

(1) At no increase in contract price, to correct or replace the defective or nonconforming supplies (work) at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule; or

(2) Within a reasonable time after the Contractor's receipt of notice of defects or nonconformance, to repayment of such portion of the contract price as is equitable under the circumstances if the Government elects not to require correction or replacement. When supplies (work) are (is) returned to the Contractor, the Contractor shall bear transportation costs from the original point of delivery to the Contractor's plant and return to the original point of delivery when that point is not the Contractor's plant.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance of this contract is from date of award through June 30, 2017.

(End of clause)

F.2 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The services to be performed under this contact shall be performed at the following location(s):

TBD

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.3 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if –

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)
[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)

G.2 1852.227-85 INVENTION REPORTING AND RIGHTS-FOREIGN (APR 2015)

G.3 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

G.4 1852.245-76 LIST OF GOVERNMENT FURNISHED PROPERTY PURSUANT TO FAR 52.245-1 (JAN 2011)

G.5 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL INVENTORY (JAN 2011)

G.6 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
Email: nssc-accountspayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

SECTION G - CONTRACT ADMINISTRATION DATA CONT.

G.6 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998) CONT.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

NASA/GEORGE C. MARSHALL SPACE FLIGHT CENTER
Office of Procurement
Attn: PS51/Sharrief A. Alamin
MSFC, AL 35812

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to: N/A This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA CONT.

G.7 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative
NASA/George C. Marshall Space Flight Center
Attn: ED03/New Technology Representative
Marshall Space Flight Center, AL 35812
256-544-9151

Patent Representative
NASA/George C. Marshall Space Flight Center
Attn: LS01/Chief Intellectual Property Counsel
Marshall Space Flight Center, AL 35812
256-544-0013

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA CONT.

G.8 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 –

SECTION G - CONTRACT ADMINISTRATION DATA CONT.

G.8 1852.242-70 TECHNICAL DIRECTION (SEP 1993) CONT.

(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)
[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

H.2 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

H.3 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) -- ALTERNATE I (FEB 2006)

H.4 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (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 consistent with standard industry practice 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

H.4 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (APR 2002) CONT.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where 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. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

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

(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 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 1852.225-73 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLES REPUBLIC OF CHINA (JUNE 2013)

Definitions

"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.

"Entity owned, directed or subsidized by the People's Republic of China" means any company incorporated under the laws of the People's Republic of China.

"Information technology system" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires --

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

H. 6 1852.225-73 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLES REPUBLIC OF CHINA (JUNE 2013) CONT.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment that--

(i) Is acquired by a contractor incidental to a contract; or

(ii) Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature

control devices, and medical equipment where information technology is integral to its operation, are not information technology.

(b) In accordance with Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), the contractor represents none of the funds made available by the Act will be used to acquire an information technology system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

H.7 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013)

(a) Definitions –
"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.

"Entity owned, directed or subsidized by the People's Republic of China" means any company incorporated under the laws of the People's Republic of China.
"Information technology system" means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires --

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment that--

(i) Is acquired by a contractor incidental to a contract; or

(ii) Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition,

storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

H.7 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (CONT.)

For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

(a) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), restricts NASA from acquiring an information technology system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China using funds appropriated on or after March 26, 2013. The contractor shall not acquire an information technology system for use by NASA from an entity owned, directed or subsidized by the People's Republic of China for an information technology system.

(b) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder involve the procurement of IT systems and also use funds from Public Law 113-6.

(End of clause)

H.8 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.

TBD

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

H.9 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006)

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at http://www.sti.nasa.gov under "Publish STI - Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at http://www.sti.nasa.gov under the "Get Help" link.

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

H.9 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006) CONT.

(e) In accordance with paragraph (d) of the Rights in Data - General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

(End of clause)

H.10 1852.235-74 ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT (FEBRUARY 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) *Monthly progress reports.* The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) *Quarterly progress reports.* The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

SECTION H - SPECIAL CONTRACT REQUIREMENTS CONT.

H.10 1852.235-74 ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT (FEBRUARY 2003) CONT.

(c) *Submission dates.* Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 30 days after the completion of the effort under the contract.

(End of Clause)

H.11 APPLICABLE 508 STANDARDS

- 1194.21 Software Applications and Operating Systems
- 1194.22 Web-Based internet and internet information and Applications

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

PART II – 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): Federal Acquisition Regulation (FAR) clauses:

http://www.acqnet.gov/far/

NASA FAR Supplement (NFS) clauses:

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

52.202-1 DEFINITIONS. (NOV 2013)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-6 RESTRICTIONS ON SUBCONTRACTORS SALES TO THE GOVERNMENT (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

SECTION I - CONTRACT CLAUSES CONT.

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)
52.204-9	PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTING CONTRACTS (JUL 2013)
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.210-1	MARKET RESEARCH (APR 2011)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
52.215-6	PLACE OF PERFORMANCE (OCT 1997)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR. (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES. (APRIL 2015)
52.222-26	EQUAL OPPORTUNITY. (APRIL 2015)

SECTION I - CONTRACT CLAUSES CONT.

52.222-29 NOTIFICATION OF VISA DENIAL (APRIL 2015)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-15 ENERGY EFFICIENCY IN ENERGY – CONSUMING PRODUCTS. (DEC 2007)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGES WHILE DRIVING (AUG 2011)

52.225-1 BUY AMERICAN ACT - SUPPLIES. (MAY 2014)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-REPS AND CERTS (DEC 2012)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) – ALTERNATE I (DEC 2007)

52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE IV (MAY 2014)

52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

52.232-1 PAYMENTS (APR 1984)

52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)

52.232-17 INTEREST, (MAY 2014)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

52.232-25 PROMPT PAYMENT. (JUL 2013)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

SECTION I - CONTRACT CLAUSES CONT.

52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.233-1	DISPUTES. (JUL 2002) - ALTERNATE I (MAY 2014)
52.233-3	PROTEST AFTER AWARD. (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-13	BANKRUPTCY. (JUL 1995)
52.243-1	CHANGES – FIXED PRICE – ALTERNATE I (APR 1984)
52.243-7	NOTIFICATION OF CHANGES (APR 1994)
52.244-2	SUBCONTRACTS (OCT 2010)
52.244-5	COMPETITION IN SUBCONTRACTING. (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)
52.245-1	GOVERNMENT PROPERTY. (APR 2012) – ALTERNATE II (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-25	LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)

SECTION I - CONTRACT CLAUSES CONT.

I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

SECTION I - CONTRACT CLAUSES CONT.

I.3 52.252-6 AUTHORIZED DEVIATION IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.4 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

SECTION I - CONTRACT CLAUSES CONT.

I.5 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (Deviation) (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 subcontractors 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: 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.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and 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 website at https://itsecurity.nasa.gov/policies/index.html.

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SECTION I - CONTRACT CLAUSES CONT.

I.6 1852.215-84 OMBUDSMAN. (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward 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,

L. Dale Thomas
NASA/MSFC
Building 4200, Room 914A,
Telephone: 256-544-1180
Fax: 256-544-5095
E-mail: lawrence.d.thomas@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

SECTION I - CONTRACT CLAUSES CONT.

I.7 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.

SECTION I - CONTRACT CLAUSES CONT.

I.7 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997) CONT.

(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.8 1852.225-71 RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

SECTION I - CONTRACT CLAUSES CONT.

I.9 1852.237-72 ACCESS TO SENSITVE 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.

SECTION I - CONTRACT CLAUSES CONT.

I.9 1852.237-72 ACCESS TO SENSITVE INFORMATION. (JUN 2005) CONT.

(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.10 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.

SECTION I - CONTRACT CLAUSES CONT.

I.10 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005) CONT.

(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.

SECTION I - CONTRACT CLAUSES CONT.

I.10 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005) CONT.

(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.

SECTION I - CONTRACT CLAUSES CONT.

I.10 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005) CONT.

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)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Attachment Number	Document Description	Number of Pages
J-1	Statement of Work	4
J-2	DPD	20
J-3	Milestone Payment Schedule	TBD

(End of Clause)

Attachment J-1

Statement of Work

STATEMENT OF WORK
SOLICITATION NO. NNM15552223R

NASA VALUATION STUDY:
"THE VALUE, BENEFITS AND IMPACT OF SERVIR APPLIED SCIENCES TEAMS (AST)"

1.0 OBJECTIVE/BACKGROUND:

To improve National Aeronautics and Space Administration (NASA's) understanding on the impact, value, and effectiveness of SERVIR Applied Sciences activities, NASA/ Marshall Space Flight Center (MSFC) has a requirement to conduct a strategic impact evaluation. The study will focus on using new innovative methods/approaches to value, measure and quantify the benefits of NASA data products/tools and scientific efforts on societal benefits.

In 2012, NASA Applied Sciences Program created 11 PI-led SERVIR Applied Sciences Team (AST) projects. These were focused across various societal areas including water, disasters, agriculture, public health and climate change. Currently, NASA is in the process of designing a potential second round for AST work. Understanding the benefits and contribution to SERVIR outcomes and impacts from the first AST cohort is critical in ensuring the second round also is successful. In addition, identifying ways to improve and maximize the effectiveness of PI-led scientific teams for development goals, will ensure NASA funding is meeting its intended mission.

The 2012-funded SERVIR AST projects are in a third year of work of their four-year project term. Many projects are building tools products and applications to help communities manage natural disasters, increase resilience to climate change, and predict environmental events (fire, floods, droughts, and landslides). Using some of the most advanced data, products and models in the globe, these scientists are harnessing NASA products to help improve access to data, use of geospatial information for decision making, and increase geospatial information capacity in developing regions. The AST projects are just one example of many efforts that use NASA's portfolio of data, products, and tools to help improve the lives of people.

Currently, there is limited peer-reviewed journal articles and robust evaluations on the specific types of benefits, value and impact of NASA Applied Sciences activities. Few studies have been conducted to measure the effects of projects like the SERVIR AST activities, NASA technical capacity building efforts, and NASA products/tools on international development efforts. It exists, in part due to the challenges in evaluating the effects of technology, data, and geospatial information on improved livelihoods. Often when innovative and new technologies are launched and shared there are limited comparison groups, and little or no counterfactual data exists. For robust evaluations,

these are the most important elements. However, new approaches and methods in evaluation allow for projects to measure their effects.

The use of non-market evaluation methods, big data analytics, and network analysis have only recently become more common in evaluation. These approaches have the potential to provide new insight for understanding the value of information in a different manner. Thus, the purpose of this statement of work is to outline an opportunity to identify work over a period of 2 years to conduct robust evaluation for one AST project. This evaluation will focus on assessing the impact and benefits of using NASA satellite data in models on the stakeholders and decision-making processes.

As NASA Applied Sciences, in their Strategic Plan, focuses the next 5 years on enhancing the value and benefits of tools/products, and evaluations such as this one will be key in identifying existing success and suggest changes to improve impact. Furthermore, increased evidence on the vast direct contribution and/or spillover/ diffusion effects of NASA products will help the public understand the important role this agency still plays in innovation, discovery and technological advancement to the benefit of society.

The following links provide background information on the current SERVIR AST projects and in particular the AST project of interest for this evaluation (Jason-2 satellite data):

https://servirglobal.net/Global/About/OurTeam/SERVIRScienceTeam.aspx

http://catalogue.servirglobal.net/Product?product_id=32

Currently, one of the AST projects uses Jason-2 satellite altimeter data to virtually detect water levels upstream in large rivers in South Asia. Bangladesh receives water from two major upstream rivers – Ganges and Brahmaputra. This AST project has, in collaboration with country partners, helped to improve the flood warning system from an 8 day to a 3 day warning. Local scientists are working to scale-up the model to other neighboring countries. In addition, this AST project has increased capacity to utilize this data for improved resilience of Bangladeshi communities to fluctuations in climate affecting their livelihoods.

As new sites are identified for the use of Jason-2 data, NASA through this solicitation will try to capture the impacts, benefits and cost of this type of warning system.

2.0 DESCRIPTION OF WORK TO BE PERFORMED

Task 1: The contractor shall assess and evaluate (qualitatively and quantitatively) the value of the Jason-2 AST project and its contribution to SERVIR impacts/outcomes.

(a) What are the impacts of the Bangladesh JASON-2 based AST project satellite altimetry in flood forecasting?
(b) What is the value (costs, benefits) of the JASON-2 based AST project? What is the value of the data in the flood model to societal benefits and what is the return-on-investment?

Task 2: The contractor shall measure the scientific and technical contribution to increase capacity to the region it serves.

(a) How are benefits from the JASON-2 AST project distributed across the differing groups (users, stakeholders, scientists)?
(b) How does the JASON-2 AST project impact scientific and technical capacity in the region?

3.0 REPORTING REQUIREMENTS

The contractor shall provide:

- Outline of the research timeline and products/deliverables
- Monthly status reports (per DRD 1547MA-002)
- Mid-Point report
- Final Comprehensive report
- Final conference meetings/presentation
- The Contractor shall report and document this work and fulfill the requirements of associated Data Requirements Description (DRD) as outlined in Data Procurement Document (DPD) 1547 (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.
- The contractor shall provide technical information concerning any invention, discovery, improvement, or innovation made by the contractor in the performance of work under this contract. Technology Reports shall be prepared in accordance with DRD 1547CD-001.
- The contractor shall prepare and submit a Final Scientific and Technical Report that complies with the requirements of NFS 1852.235-73 in accordance with DRD 1547MA-001.
- The contractor shall prepare and submit a Monthly Status Reports in accordance with DRD 1547MA-002.
- The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that provides a workplace free from recognized hazardous conditions and is free of incidents and injuries by (1) preventing employee fatalities, (2) reducing the number and severity of employee

injuries and illnesses, (3) protecting the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1547SA-001. The Contractor's SHE Plan shall address in detail each SHE Core Program Requirement (CPR), including their sub-elements identified as applicable to the contracted effort and provide the level of detail necessary to acknowledge the Contractor fully understands the SHE CPRs.:

a. CPR 1 - Management Leadership and Employee Involvement.
b. CPR 2 - Worksite Analysis.
c. CPR 3 - Hazard Prevention and Control.
d. CPR 4 - Safety, Health and Environmental Training.
e. CPR 5 - Environmental Management System.

- The contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1547SA-002. The contractor shall submit directly into the NASA Mishap Information System (NMIS) or shall use the forms listed in section 15.4 of DRD 1547SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

4.0 DELIVERABLES/OUTCOMES (required)

- Final Report (1547MA-001) and Monthly Status Reports (1547MA-002)
- Presentation to SERVIR leadership at the conclusion of the project
- Presentation of findings at Scientific Conferences/Meetings
- Monthly teleconferences for status updates and as needed
- Data resulting from the funding of this award

5.0 PERIOD OF PERFORMANCE

The period of performance shall begin immediately upon contract award and end August 30, 2017.

Attachment J-2

Data Procurement Document

DATA PROCUREMENT DOCUMENT

NO.	ISSUE
1547	Draft

NNM15552223R

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

NASA Valuation Study: The Value, Benefits and Impact of SERVIR Applied Sciences Teams

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Contractor

CONTRACTOR

June 17, 2015

DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration **DOCUMENT CHANGE LOG**					DATA PROCUREMENT DOCUMENT NO. ISSUE **1547** **Draft**	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 06-17-15	SUPERSEDING:	PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
(DPD Revision)	INTRO	SGR	DRL	DRD		

MSFC - Form 3461-1 (Rev. September 2007)

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 Description (DRD)

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:

CATEGORY SYMBOL	DESCRIPTION
CD	Contractual Data
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:

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

2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.

3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.

4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.

5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative (COR) 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 preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. 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, COR, 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. 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.

NASA Valuation Study: The Value, Benefits and Impacts of SERVIR Applied Sciences Teams

Data Requirements List

DRD	DATA TYPE	TITLE	OPR
CD – Contractual Data			
1547CD-001	3	Technology Reports	ZP30
MA – Management			
1547MA-001	3	Final Scientific and Technical Report	EE01
1547MA-002	3	Monthly Status Reports	ZP11
SA – Safety			
1547SA-001	2	Off-site Safety, Health, and Environmental (SHE) Plan	AS10/QD12
1547SA-002	3	Off-site Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1547 **ISSUE**: RFP
2. **DRD NO.**: **1547CD-001**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/3

6. **TITLE**: Technology Reports

7. **DESCRIPTION/USE**: Provides NASA with technical information concerning any invention, discovery, improvement, or innovation made by a contractor in the performance of work under this contract for the purpose of disseminating this information to obtain increased use and provide NASA with data to review for possible patentable items.

8. **OPR**: ZP30 9. **DM**: ZP11

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

11. **INITIAL SUBMISSION**:
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): Immediately or within two months of identification of reportable item(s).
Interim NASA New Technology Summary Report (NTSR) Form: 12 months from the date of the contract.
Final NASA New Technology Summary Report (NTSR) Form: Immediately or within two months after completion of contracted work. Final Payment is contingent upon submission of the Final NTSR.

12. **SUBMISSION FREQUENCY**:
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): Upon identification of each reportable item.
Interim NASA New Technology Summary Report (NTSR) Form: Every 12 months.
Final NASA New Technology Summary Report (NTSR) Form: Immediately or within two months after completion of contracted work. Final Payment is contingent upon submission of the Final NTSR.

13. **REMARKS**: Copies of NASA Form 1679 and the NASA New Technology Summary Report (NTSR) Form (Interim and Final) may be obtained and/or filled out at: https://ntr.ndc.nasa.gov/ or https://invention.nasa.gov/. These forms may also be obtained from the New Technology Representative (mailto: Carolyn.E.McMillan@nasa.gov).

14. **INTERRELATIONSHIP**: SOW paragraph 3.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Technology Reports include technical detail as is necessary to identify and fully describe a "Reportable Item". Per NFS 1852.227-70, "Reportable Item" means any invention, discovery, improvement, or innovation of the contractor, whether or not the same is or may be patentable or otherwise protectable under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursable under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.

15.2 **APPLICABLE DOCUMENTS**:
NFS 1852.227-70 *New Technology Clause*

DRD Continuation Sheet

TITLE: Technology Reports **DRD NO.**: **1547CD-001**
DATA TYPE: 3 **PAGE**: 2/3

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

15.3 **CONTENTS**: The Technology Reports consist of:

a. Disclosure of Invention and New Technology (Including Software): In accordance with NFS 1852.227-70 (e)(2), the disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention. This reporting requirement may be met by completing NASA Form 1679 (latest revision) in hardcopy or online at: https://ntr.ndc.nasa.gov/ or https://invention.nasa.gov/. Use of this form or the online system is preferred; however, if the form is not used the following information should be provided in order to meet the reporting requirement:

1. Descriptive title.
2. Innovator(s) name(s), title(s), phone number(s), and home address(es).
3. Employer when innovation made (name and division).
4. Address (place of performance).
5. Employer status (e.g., Government, college or university, non-profit organization, small business firm, large entity).
6. Origin (e.g., NASA grant number, NASA prime contract number, subcontractor, joint effort, multiple contractor contribution, other).
7. NASA Contracting Officer's Representative (COR).
8. Contractor/grantee New Technology Representative.
9. Brief abstract providing a general description of the innovation:
   (a) Description of the problem or objective that motivated the innovation's development.
   (b) Technically complete and easily understandable description of innovation developed to solve or meet the objective.
   (c) Unique or novel features of the innovation and the results or benefits of its application.
   (d) Speculation regarding potential commercial applications and points of contact (including names of companies producing or using similar products).
10. Additional documentation.
11. Degree of technological significance (e.g., modification of existing technology, substantial advancement in the art, major breakthrough).
12. State of development (e.g., concept only, design, prototype, modification, production model, used in current work).
13. Patent status.
14. Dates or approximate time period during which this innovation was developed.
15. Previous or contemplated publication or public disclosure including dates.
16. Answers to the following questions (for software only):
    (a) Using outsiders to beta-test code? If yes, done under beta-test agreement?
    (b) Modifications to this software continue by civil servant and/or contractual agreement?
    (c) Previously copyrighted (if so, by whom?)?
    (d) Were prior versions distributed (if yes, supply NASA or Contractor contract)?
    (e) Contains or is based on code owned by a non-federal entity (if yes, has a license for use been obtained?)?
    (f) Has the latest version been distributed without restrictions as to use or disclosure for more than one year (if yes, supply date of disclosure)?
17. Name(s) and signature(s) of innovator(s).

DRD Continuation Sheet

TITLE: Technology Reports **DRD NO.:** **1547CD-001**
DATA TYPE: 3 **PAGE:** 3/3

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

b. Interim NASA New Technology Summary Report (NTSR): This report shall consist of a listing of reportable items for the reporting period or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of the Interim NTSR shall satisfy this reporting requirement. Use of the form utilizing the online system at: https://ntr.ndc.nasa.gov/ or https://invention.nasa.gov/ is preferred; however an alternate format is acceptable provided all required information is provided.

c. Final NASA New Technology Summary Report (NTSR): This report shall consist of a comprehensive list of all reportable items for the contract duration or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of the Final NTSR shall satisfy this reporting requirement. Use of the form utilizing the online system at: https://ntr.ndc.nasa.gov/ or https://invention.nasa.gov/ is preferred; however an alternate format is acceptable provided all required information is provided.

d. Subcontracts: The contractor shall provide copies of subcontracts containing a patent rights clause upon Contracting Officer's request.

15.4 **FORMAT**: To report a Disclosure of Invention and New Technology (Including Software) NASA Form 1679 (latest version) may be used or submit the report online at: https://ntr.ndc.nasa.gov/ or https://invention.nasa.gov/, or provide sufficient information to meet the reporting requirement.

The interim and final NASA New Technology Summary Reports may use the NTSR Form (Interim or Final whichever is applicable) utilizing the online system at: https://ntr.ndc.nasa.gov/ or https://invention.nasa.gov/, or provide sufficient information to meet the reporting requirement.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1547 **ISSUE:** RFP
2. **DRD NO.:** **1547MA-001**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Final Scientific and Technical Report
7. **DESCRIPTION/USE:** To provide a summary of the results of the entire contract effort, including recommendations and conclusions based on the experience and results obtained.
8. **OPR:** EE01 9. **DM:** ZP11
10. **DISTRIBUTION:** Final report shall be submitted to the Contracting Officer, the contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at http://www.sti.nasa.gov under the "Get Help" link.
11. **INITIAL SUBMISSION:** 30 days after completion of contract
12. **SUBMISSION FREQUENCY:** One time submittal
13. **REMARKS:**
14. **INTERRELATIONSHIP:** SOW paragraphs 3.0 and 4.0
15. **DATA PREPARATION INFORMATION:**

15.1 **SCOPE:** The Final Scientific and Technical Report summarizes the results of the entire contract work.

15.2 **APPLICABLE DOCUMENTS:**

NFS 1835.70	*Center for AeroSpace Information – Final Scientific and Technical Report*
NFS 1852.235-73	*Final Scientific and Technical Reports*
MPR 2220.1	*Scientific and Technical Publications*
NPR 2200.2	*Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information*

15.3 **CONTENTS:** The Final Scientific and Technical Report shall be prepared and submitted in accordance with NFS 1835.70 and meet the requirements of 1852.235-73. The report shall summarize the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract. The report shall include a completed NASA Form 1676 and Standard Form 298 as the final page, per MPR 2220.1, NPR 2200.2 and NFS 1852.235.73(c).

15.4 **FORMAT:** The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in MPR 2220.1 and NPR 2200.2. Electronic formats are required. See http://www.sti.nasa.gov/, "Publish STI, Draft STI and Electronic File Formats" for appropriate types of formats. The final page of the report shall be in accordance with NASA Form 1676 and Standard Form 298. One electronic copy of each NASA STI Report Series publication is sent to NASA CASI. One hard copy is requested but not required. (The hard copy may be used to validate that math and symbols have not encountered a font substitution during transmission.). Electronic format shall be in accordance with NFS 1852.235-73.

15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1547 **ISSUE**: RFP
2. **DRD NO.**: **1547MA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1
6. **TITLE**: Monthly Status Reports
7. **DESCRIPTION/USE**: To provide visibility to contractor and MSFC project management of actual and potential problems and progress toward meeting the cost, technical and schedule requirements.
8. **OPR**: ZP11 9. **DM**: ZP11
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**: First calendar month following the end of the first full month after Authority to Proceed (ATP), unless otherwise specified by the Contracting Officer
12. **SUBMISSION FREQUENCY**: Semi-annually
13. **REMARKS**:
14. **INTERRELATIONSHIP**: SOW paragraphs 3.0 and 4.0
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Monthly Status Reports provides data for the assessment of monthly cost, technical and schedule progress.

15.2 **APPLICABLE DOCUMENTS**:
NFS 1852.235-74 *Additional Reports of Work - Research and Development*

15.3 **CONTENTS**: The Monthly Status Reports shall meet the requirements of NFS 1852.235-74 and shall contain the following:

a. Work accomplished for current reporting period, including a report of overall cost, technical and schedule performance.
b. Work planned for next reporting period.
c. Current problems which impede performance or impact program schedule or cost, and proposed corrective action.
d. Other information that assist the Government in evaluating the contractor's cost, technical and schedule performance, e.g., innovative processes and cost reduction initiatives.

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

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1547 **ISSUE**: RFP
2. **DRD NO.**: **1547SA-001**
3. **DATA TYPE**: 2
4. **DATE REVISED:**
5. **PAGE**: 1/4

6. **TITLE**: Off-site Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: A Contractor generated document that describes the Contractor's specific approaches and methods to establish and maintain an acceptable safety, health and environmental program and ensures the work performed by the Contractor at a location other than the Center [Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF)] over the duration of this contracted effort is in full compliance with the Federal, State, local, National Aeronautics and Space Administration (NASA) and when applicable Center specific SHE-related requirements and regulations identified in the Applicable Documents listed in section 15.2, in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD12 9. **DM**: ZP11

10. **DISTRIBUTION**: Per Contracting Officer's (CO) letter

11. **INITIAL SUBMISSION**: With proposal/offer/quote or at such other time as stated in the solicitation or as requested/required by the CO.

12. **SUBMISSION FREQUENCY**: After initial submission, when any new/revised proposed or previously approved SHE Plan is requested or required by the CO, Contracting Officer's Representative (COR), solicitation/award, or is otherwise required.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-72, *Safety and Health (Short Form)*; NFS 1852.223-74, *NASA's Drug-and Alcohol-free Workforce.* DRD 1547SA-002, *Off-site Mishap and Safety Statistics Report.* SOW paragraph 3.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental (SHE) Plan will describe the specific approaches and 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 Federal, State, Local, NASA and with applicable Center specific SHE-related 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 Center documents and Center specific requirements are applicable to all contracts to the extent identified 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*
ANSI Standards applicable to the scope of this contract	
NFPA Standards	*National Fire Codes*
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	*Federal Leadership in Environmental, Energy, and Economic Performance*
NPR 3792.1	*NASA's Plan for a Drug-Free Workplace*
NPR 8000.4	*Agency Risk Management Procedural Requirements*

DRD Continuation Sheet

TITLE: Off-site Safety, Health, and Environmental (SHE) Plan **DRD NO.:** **1547SA-001**
DATA TYPE: 2 **PAGE:** 2/4

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

NPR 8621.1	*NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping*
NPD 8700.1	*NASA Policy for Safety and Mission Success*
NPR 8715.1	*NASA Occupational Safety and Health Programs*
NPR 8715.3	*NASA General Safety Program Requirements*
MWI 8621.1	*Mishap and Close Call Reporting and Investigation Program*

NOTE: The NPD/NPR/MPD/MPR/MWI documents can be accessed through the Marshall Integrated Document Library (MIDL) located on the MSFC "Inside Marshall" Webpage.

a. The documents listed herein contain Center specific requirements to which the Contractor's work must conform. The Contractor shall comply with all Center specific requirements identified as applicable to the work being performed by the Contractor and all revisions thereto. Current revisions shall be utilized, unless authorization to use obsolete revisions has been properly documented. This listing is not intended to relieve the Contractor of its responsibility for identification of applicable regulations and procedures and compliance therewith when performing work offsite for MSFC or MAF.
b. If work is expected to be performed at MSFC, MAF or another NASA Center the Contractor shall contact the Center's Safety and Mission Assurance (S&MA) Directorate/Office where the work is expected to be performed prior to commencing any work. The Contractor shall become aware of the Center's specific requirements and processes for the type work being performed and ensure all work performed by the Contractor complies with the Center's requirements.

15.3 **CONTENTS**: The Contractor's Safety, Health, and Environmental (SHE) Plan shall be written specifically for the work to be performed over the duration of this contracted effort. The plan shall provide a clear and adequate description of the Contractor's approach for ensuring the work performed by the Contractor is in full compliance with Federal, State, NASA, Center specific SHE-related requirements and regulations identified in the Applicable Documents listed in section 15.2, Center SHE Core Program Requirements (CPRs) while implementing each of the following SHE CPRs at their worksite. (**NOTE 1**: A Contractor's corporate SHE plan is not considered as being written specifically for the work to be performed under this contracted effort at their worksite and will not be considered by the Center as fulfilling this DRD requirement.) (**NOTE 2**: Contractors shall maintain documentation where required for any sub-element of the CPRs and provide to the Government, upon request.) (**NOTE 3**: The Government reserves the right to periodically inspect contractor worksite with or without prior notice to the Contractor.) (**NOTE 4**: The Government assumes no liability or responsibility for the Contractor's compliance or non-compliance with any Federal, State, NASA or Center specific requirements or regulations.) (**NOTE 5**: Fines and additional costs for violations levied against the Contractor as a result of OSHA findings, and/or installation safety, health or environmental are the sole responsibility of the Contractor and cannot be passed through to the Government.) (**NOTE 6**: The Contractor is responsible for the safety and health of all subcontractor employees directly supporting the Contractor over the duration of this contracted effort.)

a. CPR 1 - Management Leadership and Employee Involvement:
   1. Provide a visible management commitment, policy and culture that value the safety and health of employees.
   2. Provide safe and healthful working conditions that are free from recognized hazardous conditions and free from incidents and injuries.
   3. Protect Government property and the environment over the duration of this contracted effort.
   4. Encourage employees to participate, be involved and engaged in their SHE Program.
   5. Hold managers and employees accountable to understand their roles and responsibilities in their SHE Program.
   6. Evaluate the safety performance of subcontractors/teammates prior to their selection, when applicable.
   7. Flow down requirements and responsibilities contained in this contract to subcontractors/teammates over the duration of this contracted effort, when applicable.
   8. Provide SHE meetings and awareness training to employees regularly and document.

DRD Continuation Sheet

TITLE: Off-site Safety, Health, and Environmental (SHE) Plan **DRD NO.:** **1547SA-001**
DATA TYPE: 2 **PAGE:** 3/4

15. **DATA PREPARATION INFORMATION (CONTINUED):**
    9. Maintain the SHE plan current with contract and NASA requirements, review and update as necessary.

b. CPR 2 - Worksite Analysis:
    1. Perform worksite safety inspections, as required by OSHA, and document these inspections.
    2. Encourage employees to report any conditions that they feel are hazardous or unsafe without the fear of reprisal from management.
    3. Report all NASA reportable mishaps and close calls that occur in support of this contracted effort. Investigate within the timeline specified by the Center's Appointing Office to determine the cause(s). Develop a Mishap Investigation Report at the completion of the investigation and provide to the Center's Safety Office or enter directly into the NASA Mishap Information System (NMIS). Develop a Corrective Action Plan (CAP) and submit for concurrence within the timeline specified by the Center's Appointing Official. Implement track corrective actions and track to closure. Provide CAP status/updates directly into NMIS or to the Center's Safety Office not to exceed 30 calendar day intervals from the date of concurrence until the CAP is closed. (**NOTE**: See DRD 1547SA-002, *Off-site Mishap and Safety Statistics Report* and NPR 8621.1 for more information.)
    4. Perform 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. (See NPR 3792.1 and NPR 8621.1 for more information.)

c. CPR 3 - Hazard Prevention and Control:
    1. Implement an emergency management program at the worksite for the all types of emergencies that can occur during this contracted effort (e.g., fire, chemical spill, accidents, or natural disasters).
    2. Provide safety, health, and environmental services at the worksite that are applicable to this contracted effort.
    3. Provide fall protection to employees when they are required to perform work working on elevated surfaces with unprotected sides or edges and the potential exists for the employee to fall to the next lower level, when applicable. (See 29 CFR Part 1926.501, 29 CFR Part 1926.502, and 29 CFR Part 1910.23 for more information.)

d. CPR 4 - Safety, Health and Environmental Training:
    1. Provide training to employees so that they are informed, knowledgeable and are able to identify and recognize hazardous conditions in the workplace and the signs and symptoms of workplace-related illnesses, understand the safe work practices and procedures to be used in the workplace, and are empowered and authorized to "stop or halt" any activity when they have reason to suspect the activity is being performed in an unsafe or unhealthy manner, and document this training was provided.
    2. Communicate to all employees the Contractor's disciplinary policy/program, so that each employee fully understands the actions that can be taken when an employee is discovered not following safety, health, and environmental policies, procedures and rules, and disciplinary actions are warranted, and how the Contractor's disciplinary policy/program is flowed-down to subcontractors/teammates over the duration of this contracted effort, when applicable, and document this training was provided
    3. Evaluate operations/jobs to identify the specific training required by OSHA for employees and provide the specific training to employees prior to them performing the operation/job, and document this evaluation.

e. CPR 5 - Environmental Management System: A description of how the contractor ensures compliance with Federal, State and Local environmental laws and regulations, CFR Title 40 Parts 1-1068, Executive Orders 13423 and 13514 for:
    1. Implementing and reporting green procurements.

DRD Continuation Sheet

TITLE: Off-site Safety, Health, and Environmental (SHE) Plan **DRD NO.:** **1547SA-001**
DATA TYPE: 2 **PAGE:** 4/4

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

15.4 **FORMAT**: The Contractor's SHE plan is to be written in a format that follows the order of the SHE CPRs as they are shown in section 15.3 or the Contractor is to provide a matrix that clearly links where each SHE CPR sub-element is adequately addressed in the contractor's SHE Plan. The Contractor's SHE plan that is submitted in accordance with this DRD shall be written specifically for the work being performed by the Contractor in support of this contracted effort. (See NOTE in section 15.3, Contents.)

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1547 **ISSUE**: RFP
2. **DRD NO.**: **1547SA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/3
6. **TITLE**: Off-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 quarterly safety metrics to the Government for Contractors that are physically located Off-site or at another National Aeronautics Space Administration (NASA) Center.
8. **OPR**: QD12 9. **DM**: ZP11
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**:
    a. **Safety Statistics** specific to this contracted effort shall be submitted by the end of the first quarter (calendar year) after Authority to Proceed (ATP) or contract award. The safety statistics submitted by the Contractor shall be for the work performed by the Contractor for the previous quarter. Contractors shall submit the quarterly safety statistics to the Center's Safety Office. At MSFC to the MSFC Industrial Safety Branch/QD12. At MAF to the MAF Safety and Mission Assurance (SMA) Manager/QD10, unless directed to send it to the MSFC Industrial Safety Branch/QD12. (NOTE: If the work is performed on another NASA Center provide a copy to the Center's Safety Office, if requested.)
        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, North American Industry Classification System (NAICS) 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 NASA related equipment or property damage. (NOTE 1: The safety statistics report includes all work performed in direct support of this NASA or MSFC contracted effort where the Contractor is charging man-hours to NASA or MSFC in direct support of this contract.)
    b. **Initial reporting of a NASA reportable mishap/close call defined in NPR 8621.1.**
        1. **Type A, Type B, and High-Visibility Mishaps/Close Calls** specific to this contracted effort shall be made as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness by one of the following methods:
            a. Call the MSFC Safety Hotline (256) 544-0046. (NOTE: If the work is being performed on another NASA Center also notify that Center's Safety Office within the same timeline.)
            b. Direct input into the NASA Mishap Information System (NMIS) by the Contractor's designated NMIS representative at http://nmis.sma.nasa.gov. Contact the Center's Safety Office for assistance if needed. (See section 11.f.)
        2. **Type C, Type D, and Low-Visibility Mishaps/Close Calls** specific to this contracted effort shall be reported by use of the MSFC Safety Statistics Report (MSFC Form 4371) that is submitted quarterly.
    c. **Initial reports for a NASA reportable mishap/Close Call listed in 11.b.1** specific to this contracted effort shall 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. (See NPR 8621.1.)
    d. **Follow-up reporting for a NASA reportable mishap/close call listed in 11.b.1 shall**:
        1. Be investigated within the timeline specified by the Center's Appointing Official (investigation for these type mishaps/close calls do not to exceed 75 calendar days unless additional time is granted by the Center's Appointing Official).
        2. Have a Mishap Investigation Report developed at the completion of the investigation and entered directly into NMIS or submitted to the Center's Safety Office (At MSFC, the Industrial Safety Branch/QD12 or MAF, the S&MA Manager/QD10.) (See NPR 8621.1.)
        3. Have a Corrective Action Plan (CAP) developed and submitted for concurrence within the timeline specified by the Center's Appointing Official upon Endorsing Official approval. (See NPR 8621.1.)

DRD Continuation Sheet

TITLE: Off-site Mishap and Safety Statistics Reports **DRD NO.:** **1547SA-002**
DATA TYPE: 3 **PAGE:** 2/3

11. **INITIAL SUBMISSION (CONTINUED):**
    4. Provide CAP status/updates into NMIS or to the Center's Safety Office not to exceed 30 calendar day intervals from the date of concurrence until the CAP is closed. (See NPR 8621.1.)

    e. **Safety Concerns, Hazards, and non-reportable mishaps** for Contractors working **on another NASA Center** shall be reported to that Center's Safety Office in accordance with that Center's reporting requirements. (See NPR 8715.1.)

    f. **Contractor NMIS Representative** shall be identified to enter, track and close Contractor mishaps/close calls entered in NMIS. After contract award the contractor shall contact the Center's NMIS Administrator or Center's Mishap Investigation Program Manager located in the MSFC Industrial Safety Branch for access to the NMIS database.

12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371 or an equivalent electronic submittal) - By the end of the first quarter (calendar year) after Authority to Proceed (ATP) or contract award and submitted quarterly thereafter by the 10th day of the month following the end of the quarter to MSFC Industrial Safety Branch. A copy can also be sent to the Center's Safety Office if requested. Mishaps: As specified in section d of this DRD until the NMIS case is closed.

13. **REMARKS**: Data type 3 applies to Mishap and Safety Statistics. Government approval/endorsement of Mishap Investigations reports is performed in accordance with NPR 8621.1 or MWI 8621.1 when requested. The reporting to NASA of NASA reportable mishaps/close calls does not relieve the Contractor of their responsibility to notify the Occupational Safety and Health Administration (OSHA) as specified by 29 CFR 1904.

14. **INTERRELATIONSHIP**: DRD 1547SA-001, *Off-site Safety, Health, and Environmental (SHE) Plan.* SOW paragraph 3.0

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.

15.2 **APPLICABLE DOCUMENTS**:

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*

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 4371or equivalent electronic format.

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.

15.5 **MAINTENANCE**: None required

15.6 **DEFINITIONS**: See NPR 8621.1 for NASA Mishap definitions.
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

Milestone Payment Schedule

(TBD)