

NNK08OH01C - IMCS

NNK08OH01C

**Information Management and
Communications Support (IMCS)
Contract**

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SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS 81

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>	RATING DO-A7	PAGE 1 of 159
2. CONTRACT NO. NNK08OH01C	3. SOLICITATION NO. NNK07200304R	4. TYPE OF SOLICITATION NEGOTIATED (RFP)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO. 4200200304
7. ISSUED BY NASA/John F. Kennedy Space Center Mail Code SEB-IT Kennedy Space Center, FL 32899		CODE	8. ADDRESS OFFER TO (If other than Item 7) John F. Kennedy Space Center, NASA Mail Code: SEB-IT Kennedy Space Center, FL 32899	

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

SOLICITATION

9. Sealed offers in original and (See Section L) copies for furnishing the supplies or services in the Schedule will be received at the time, date, and location specified in Provision L.13.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL: <input checked="" type="checkbox"/>	A. NAME Sean D. Howe	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE: (321) NUMBER: 867-7358 EXT:	C. EMAIL ADDRESS sean.d.howe@nasa.gov
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11. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	66-80
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	14	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	81
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<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	21-38	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	39-65	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	

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 **210** 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 <input checked="" type="checkbox"/>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
(See Section I, clause No. 52-232-8)	%	%	%	%

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

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
---------------------------------	------	----------	---

15B. TELEPHONE NO. (Include area code)	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(e) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: <input checked="" type="checkbox"/> ITEM (4 copies unless otherwise specified)
--	--

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE John F. Kennedy Space Center, NASA General Accounting/Accounts Payable Office GG-B-C2 Kennedy Space Center, FL 32899
---	---

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

PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 COST-PLUS AWARD FEE/FIRM FIXED PRICE/FIXED PRICED AND COST-PLUS AWARD FEE INDEFINITE DELIVERY/INDEFINITE QUANTITY

The contractor shall provide services for the Information Management and Communication Support (IMCS) contract in accordance with Attachment J-1, Performance Work Statement (PWS), under a cost-plus award fee (CPAF), and fixed price and cost-plus award fee indefinite delivery/indefinite quantity (ID/IQ) type arrangement. The estimated cost, award fee and fixed price are set forth in Table B.1.A and B.1.B below:

TABLE B.1 -- SUMMARY OF ESTIMATED CONTRACT VALUE FOR BASIC PERIOD (FY2009 – FY2013)		
Contract Line Item Number (CLIN)	Description	Estimated Contract Value
001	Baseline requirements (CPAF)	
002	Task order requirements (CPAF ID/IQ)	*
003	Delivery order requirements for DOD range communications (FFP ID/IQ)	*
004	Delivery order requirements for catalog of products and services for DOD multimedia support (FFP ID/IQ)	*
005	Award Fee	
	Total Estimated Contract Value	351,734,417

** Will be completed by the Government during the performance of the Contract

At the outset of this contract, Kennedy Space Center (KSC) was in the process of considering the feasibility of consolidating logistics functions at KSC under a separate, future contract. If, at anytime during the period of performance of the IMCS contract a decision is made by KSC to conduct a new acquisition for consolidated logistics services, some or all of the logistics requirements may be descope and recompeted. The authority for any descope under a future consolidation initiative shall be in accordance with the “Changes” clause (FAR 52.243-2) of this contract.

TABLE B.1.A -- ESTIMATED COST AND FEE/FIXED PRICE				
Contract Line Item Number (CLIN)	Description	Negotiated Estimated Cost (NEC) or Fixed Price	Award Fee	Total Cost Plus Award Fee or Fixed Price
001	Baseline Requirements (CPAF)	██████████	██████████	\$351,734,417
002	Task Order Requirements (CPAF ID/IQ)	See Attachment J-2.b	See Attachment J-2.b	See Attachment J-2.b
003**	Delivery Order Requirements for DOD Range Communications (FFP ID/IQ)	See Attachment J-3, Tab 2	N/A	See Attachment J-3, Tab 2
004**	Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ)	See Attachment J-4, Tab 2	N/A	See Attachment J-4, Tab 2
006	EML - Option for PWS 3.10 (CPAF)	██████████	██████████	\$3,771,304
007-12	Networks - Option for PWS 3.4.1, 3.4.2, & 3.4.4 (CPAF)	██████████	██████████	\$4,888,535
007-13	Networks - Option for PWS 3.4.1, 3.4.2, & 3.4.4 (CPAF)	██████████	██████████	\$5,083,278
001a	Contract Option #1 for Baseline Requirements (CPAF)	██████████	██████████	\$69,045,635
002a	Contract Option #1 for Task Order Requirements (CPAF ID/IQ)	See Attachment J-2.b	See Attachment J-2.b	See Attachment J-2.b
003a**	Contract Option #1 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ)	See Attachment J-3, Tab 2	N/A	See Attachment J-3, Tab 2
004a**	Contract Option #1 for Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ)	See Attachment J-4, Tab 2	N/A	See Attachment J-4, Tab 2
007a	Contract Option #1 for PWS 3.4.1, 3.4.2, & 3.4.4 (CPAF)	██████████	██████████	\$5,318,920

TABLE B.1.A (CON'T.) -- ESTIMATED COST AND FEE/FIXED PRICE				
Contract Line Item Number (CLIN)	Description	Negotiated Estimated Cost (NEC) or Fixed Price	Award Fee	Total Cost Plus Award Fee or Fixed Price
001b	Contract Option #2 for Baseline Requirements (CPAF)	██████████	██████████	\$70,373,335
002b	Contract Option #2 for Task Order Requirements (CPAF ID/IQ)	See Attachment J-2.b	See Attachment J-2.b	See Attachment J-2.b
003b**	Contract Option #2 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ)	See Attachment J-3, Tab 2	N/A	See Attachment J-3, Tab 2
004b**	Contract Option #2 for Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ)	See Attachment J-4, Tab 2	N/A	See Attachment J-4, Tab 2
007b	Contract Option #2 for PWS 3.4.1, 3.4.2, & 3.4.4 (CPAF)	██████████	██████████	\$5,473,653
001c	Contract Option #3 for Baseline Requirements (CPAF)	██████████	██████████	\$72,344,571
002c	Contract Option #3 for Task Order Requirements (CPAF ID/IQ)	See Attachment J-2.b	See Attachment J-2.b	See Attachment J-2.b
003c**	Contract Option #3 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ)	See Attachment J-3, Tab 2	N/A	See Attachment J-3, Tab 2
004c**	Contract Option #3 for Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ)	See Attachment J-4, Tab 2	N/A	See Attachment J-4, Tab 2
007c	Contract Option #3 for PWS 3.4.1, 3.4.2, & 3.4.4 (CPAF)	██████████	██████████	\$5,634,275
001d	Contract Option #4 for Baseline Requirements (CPAF)	██████████	██████████	\$73,707,440
002d	Contract Option #4 for Task Order Requirements (CPAF ID/IQ)	See Attachment J-2.b	See Attachment J-2.b	See Attachment J-2.b

TABLE B.1.A (CON'T.) -- ESTIMATED COST AND FEE/FIXED PRICE				
Contract Line Item Number (CLIN)	Description	Negotiated Estimated Cost (NEC) or Fixed Price	Award Fee	Total Cost Plus Award Fee or Fixed Price
003d**	Contract Option #4 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ)	See Attachment J-3, Tab 2	N/A	See Attachment J-3, Tab 2
004d**	Contract Option #4 for Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ)	See Attachment J-4, Tab 2	N/A	See Attachment J-4, Tab 2
007d	Contract Option #4 for PWS 3.4.1, 3.4.2, & 3.4.4 (CPAF)	██████████	██████████	\$5,647,558
005***	Award Fee Summary for CLIN 001, 002 & 007 (006 007.1, 007.2, 001a, 002a, 007a, 001b, 002b, 007b, 001c, 002c, 007c, 001d, 002d, & 007d)	N/A	****	N/A

** CLINs 003 & 004 (and associated options) contract value will be captured by a yearly Modification.
 *** Actual plus projected Award Fee
 **** Will be completed by the Government during the performance of the Contract

TABLE B.1.B -- BREAKDOWN OF BASELINE REQUIREMENTS PERIOD COST AND FEE				
CLIN	Description	Negotiated Estimated Cost (NEC)	Award Fee (CLIN 005)	Total NEC Plus Award Fee Total
001	10/01/08 – 09/30/09			\$73,487,388
	10/01/09 – 09/30/10			\$73,037,595
	10/01/10 – 09/30/11		0	\$72,150,710
	10/01/11 – 09/30/12			\$65,458,079
	10/01/12 – 09/30/13			\$67,600,645
001a*	10/01/13 – 09/30/14			\$69,045,635
001b*	10/01/14 – 09/30/15			\$70,373,335
001c*	10/01/15 – 09/30/16			\$72,344,571
001d*	10/01/16 – 09/30/17			\$73,707,440
006*	10/01/09 – 09/30/12			\$3,771,304
007-12*	10/01/11 - 09/30/12			\$4,888,535
007-13**	10/01/12 - 09/30/13			\$5,083,278
TOTALS				\$650,948,516

* If option is exercised

(End of clause)

B.2 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is \$ [REDACTED]. The maximum available award fee, if any, is \$ [REDACTED]. Total estimated cost and maximum award fee are \$ 351,734,417.

(End of clause)

B.3 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990) (MODIFIED) (CLIN 001 & 005)

For purposes of payment of cost and fee, in accordance with the Limitation of Funds or Limitation of Costs clause as applicable, the total amounts allotted by the Government to this contract under CLIN 001 baseline requirements and award fee associated with CLINs 001 & 002 (CLIN 005) and the CLIN 001 period of performance covered by these amounts are specified in Table B.3.

B.4 INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS (CLINS 002, 003, AND 004)

The Government may order ID/IQ services at any time after contract start, in accordance with the procedures set forth in clauses H.2, H.30.I, and FAR 52.216-19 (Section I) of this contract. The contractor shall only accept task orders/delivery orders officially issued and/or modified by the Contracting Officer.

To support CLIN 002 and associated options, if exercised (CLINs 002a, 002b, 002c, and 002d), the contractor shall support the development, evaluation, implementation, and activation of one-of-a-kind or next-generation communications and information technology capabilities and major upgrades. The Government will define the overall requirements of each order, including intermediate and final deliverable end items. Task Orders under CLIN 002 and associated options will be issued as separate CPAF Task Orders. Funding for CLIN 002 (and associated options) Task Orders will be captured within Attachment J-2.b.

To support Delivery Orders for DoD requirements under CLINs 003 and 004, and associated options if exercised (CLINs 003a, 004a, 003b, 004b, 003c, 004c, 003d, and 004d), the contractor shall price requirements for fixed price packages and labor hours using the fully burdened, fixed-price rates shown in Attachment J-3 for CLIN 003 (and associated options), and in Attachment J-4 for CLIN 004 (and associated options).

Table B.4 -- INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS		
CLIN	Description	Location
002 (a, b, c, & d)	Task Order Requirements (CPAF ID/IQ)	Attachment J-2
003 (a, b, c, & d)	Delivery Order Requirements for DoD Range Communications (FFP ID/IQ)	Attachment J-3
004 (a, b, c, & d)	Delivery Order Requirements for Catalog of Products and Services for DoD Multimedia Support (FFP ID/IQ)	Attachment J-4

(End of clause)

B.5 SPECIAL COST REQUIREMENTS

The contractor will be reimbursed for all allowable, allocable, and reasonable expenditures incurred in the performance of work under B.1 of this contract subject to the following limitations:

- (a) Provisional Indirect Billing Rates:
 - 1. Provisional billing rates for indirect cost pools shall be set at the discretion of the Contracting Officer based upon proposals from the contractor and following review by Government auditors. These provisional billing rates shall be specified in writing and may be revised either retroactively or prospectively by the Contracting Officer. Ninety (90) days prior to each Government fiscal year, the contractor shall submit a proposal for the coming year’s provisional billing rates. If during the course of any

particular year a significant disparity arises between the approved provisional billing rates and the actual rates, the contractor may submit a proposal requesting consideration for revision of the provisional rates. After expiration of each fiscal year, the contractor shall adjust its billings to the actual rates not exceeding ceiling rates included in paragraph (b) below.

2. Notwithstanding paragraph (a)(1) above and the terms of FAR 52.216-7, *Allowable Cost and Payment*, the provisional indirect rates will be examined at the conclusion of each contract year and, if necessary and warranted in the judgment of the Contracting Officer, may be adjusted upward or downward for future years. In no event shall the contractor be allowed to recover indirect costs in excess of the indirect ceiling rates specified in Table B.5.B.

TABLE B.5.A -- PROVISIONAL INDIRECT BILLING RATES			
GFY	Fringe Rate	Overhead Rate	G&A Rate
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			

(b) Indirect Ceiling Rates

- (1) Notwithstanding the terms of the FAR 52.216-7, *Allowable Cost and Payment*, the contractor shall not be reimbursed for the indirect costs in excess of the established ceilings, per Government fiscal year, as shown in Table B.5.B.
- (2) Changes made to the contractor’s disclosed practices affecting the treatment of costs subject to ceilings under this contract, require approval of the Contracting Officer prior to implementation. The contractor shall not change methods of allocating indirect costs subject to ceilings in order to charge these costs to indirect expense pools not subject to ceilings without the approval of the Contracting Officer.
- (3) The indirect rate ceilings may be adjusted at the discretion of the Contracting Officer to the extent that increases to the contractor’s indirect costs are caused by:
 - i. Events such as acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
 - ii. New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

- (4) A proposal for any adjustment under this Paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.
- (5) All costs in excess of ceiling rates (per Government fiscal year) specified below shall be expressly unallowable.

TABLE B.5.B -- INDIRECT CEILING RATES			
GFY	Fringe Ceiling Rate*	Overhead Ceiling Rate*	G&A Ceiling Rate*
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			

Note: The Government reserves the right to consider additional indirect ceiling rates not identified above as appropriate.

The basis of application for the provisional indirect rates specified in paragraph (a) and indirect rate ceilings specified in paragraph (b) of this clause are as follows:

Fringe Rate: _____ Total Direct Labor

Overhead Rate: _____ Total Direct Labor

G&A Rate: _____ Total Direct Labor

(c) Fringe Benefits

The contractor shall inform the Contracting Officer of all proposed changes in fringe benefits which may result in an increased cost to the contract as soon as practicable, but in any event, prior to such changes being implemented. Fringe benefits costs shall comply with FAR 31.205-6(m), and in no case shall the resultant rate exceed the fringe ceiling rates identified in paragraph (b) above. Fringe benefits include, but are not limited to, such items as health insurance, life insurance, pension plans, retiree health care, savings plans, bonus plans, education assistance, and leave policies. Failure to comply with the terms of this clause may result in the disallowance of costs. Any payment for unused accrued sick leave shall be considered expressly unallowable under this contract.

(d) Transfer of Accrued Benefits

The contractor shall accept transfer of accrued sick leave balances earned on predecessor NASA-KSC contracts and unused by incumbent employees from the immediate predecessor contracts and shall recognize the sick leave and vacation leave accrual rates of incumbent personnel hired from the immediate predecessor contract, provided the employee had no break in service from the immediate predecessor contract exceeding 60 days prior to their hire for service on this contract. Costs associated with transferred sick leave hours shall be allowable costs for reimbursement under this contract only when used by the employee, and shall be allowable only to the extent used by the employee to receive pay for hours off work for approved medical purposes during a duty tour. All other Lump sum or other sick leave payments for transferred sick leave shall be considered expressly unallowable costs under this contract.

(e) Severance Pay

Notwithstanding the provisions of FAR 31.205-6(g), reimbursement for severance pay shall be allowable only to the extent an employee is involuntarily terminated and is required by law. In no event shall the contractor be reimbursed for the cost of severance pay for any individual contractor employee at the end of the contract period of performance. Severance pay pursuant to employer-employee agreement, implied agreement, or circumstances of the particular employment on the contractor's part prior to the expiration of the contract shall be considered unallowable unless approved in advance by the Contracting Officer.

(f) Relocation Costs

Reimbursement for relocation costs shall be in accordance with the provisions of FAR Part 31.205-35, *Relocation Costs*. No relocation costs shall be reimbursable under this contract for employees whose residence at the time of hiring or assignment to this contract was within a fifty (50) mile radius of Kennedy Space Center, Florida.

(g) Costs Not Subject to Fee

The contractor shall not apply fee to the following items, including those purchased through any subcontractors: equipment, special tooling, special test equipment, materials

and supplies, interdivisional transfers (material only), relocation costs, leases, software licenses, maintenance agreements, travel, and training.

(h) CLIN 005, *Award Fee*

For contract changes and Task Orders, the contractor agrees that the maximum proposed award fee percentage is _____ [REDACTED]

(End of clause)

B.6 ADMINISTRATIVE LEAVE REIMBURSEMENT

- (a) When administrative leave is granted to Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), contractor personnel working in affected areas may be granted administrative leave to the extent such leave is in accord with the contractor’s (i.e., employers’) established leave-and-earnings policy and consistent with the contractor’s performance under the contract. However, the contractor shall provide sufficient on-site personnel to perform 24 hours a day, 7 days a week requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. The contractor shall not grant administrative leave in accordance with the circumstances above prior to coordination with and concurrence by the Contracting Officer.
- (b) Any costs associated with the contractor’s grant of administrative leave shall be treated in accordance with the contract terms and other applicable cost principles and limitations, including those set forth in FAR Part 31. In any event, additional costs associated with those employees not granted administrative leave will be expressly unallowable.

(End of clause)

B.7 STANDARDIZED VALUES

- (a) The total estimated cost of this contract includes the following estimated standardized values:

Table B.7 -- STANDARDIZED VALUES	
Cost	Annual Amount
Supplies and Materials	\$ 3,500,000.00
Equipment for Contractor’s Use to Support Sustaining Engineering and Customer Service Requests	\$1,000,000.00
TAL Travel to Support PWS 3.9 (GFY 2009 and 2010 only)	\$250,000.00
Film Processing to Support PWS 3.5.3 (GFY 2009 and 2010 only)	\$250,000.00

- (b) The supplies and materials costs are the Government's estimate for each contract year of this contract. If the actual cost for the supplies and materials is less than \$3,000,000 or greater than \$4,000,000 in a given contract year, then an adjustment to the estimated cost of the contract may be negotiated. These costs are not subject to fee per clause B.5(g). Any adjustment to these costs shall not include an adjustment to award fee under this contract.
- (c) The equipment for contractor's use to support sustaining engineering and customer service requests costs are the Government's estimate for each contract year of this contract. If the actual cost for the equipment is less than \$750,000 or greater than \$1,250,000 in a given contract year, then an adjustment to the estimated cost of the contract may be negotiated. These costs are not subject to fee per clause B.5(g). Any adjustment to these costs shall not include an adjustment to award fee under this contract.
- (d) The TAL travel costs to support PWS 3.9 (GFY 2009 and 2010 only) are the Government's estimate for each contract year of this contract. If the actual cost for the TAL travel is less than \$200,000.00 or greater than \$300,000.00 in a given contract year, then an adjustment to the estimated cost of the contract may be negotiated. These costs are not subject to fee per clause B.5(g). Any adjustment to these costs shall not include an adjustment to award fee under this contract.
- (e) The film processing costs to support PWS 3.5.3 (GFY 2009 and 2010 only) are the Government's estimate for each contract year of this contract. If the actual cost for the film processing is less than \$200,000.00 or greater than \$300,000.00 in a given contract year, then an adjustment to the estimated cost of the contract may be negotiated. Any adjustment to these costs shall not include an adjustment to award fee under this contract.

(End of clause)

[END OF SECTION]

SECTION C**DESCRIPTION/SPECIFICATION/WORK STATEMENT****C.1 SCOPE OF WORK**

The contractor shall provide all personnel, materials, and equipment (except as otherwise provided for in this contract) necessary to perform those requirements set forth in Attachment J-1, entitled "Performance Work Statement for Information Management and Communications Support".

(End of clause)

C.2 DATA REQUIREMENTS LIST (DRL)

The contractor shall furnish all data identified and described in Attachment J-1, Appendix 1, *Data Requirements List (DRL) and Data Requirements Description (DRD) Documents*, and all costs associated therewith are included in the estimated cost of the contract.

The Government reserves the right to delay the date of delivery of any or all DRDs specified in the DRL and such right may be exercised at no increase in the estimated cost. The Government also reserves the right to terminate the requirement for any or all DRDs specified in the DRL. In the event the Government exercises this latter right, the estimated cost shall be decreased in accordance with the Changes Clause.

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

Nothing contained in this DRL clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DRD but, required under another clause of the contract.

(End of clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 FAR 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.

- (a) NASA Federal Acquisition Regulation Supplement (48 CFR Chapter 18) clauses:

CLAUSE NUMBER	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(End of clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 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.

(a) Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

CLAUSE NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED PRICE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES – COST-REIMBURSEMENT
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

(End of clause)

E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The contractor shall comply with the standard titled: ANSI/ISO/ASQ-Q9001-2000, *Quality Management Systems (QMS) – Requirements*, in effect on the contract date, which is hereby incorporated into this contract. The contractor shall become ANSI/ISO/ASQ-Q9001-2000 compliant within 12 months of contract effective date.

(End of clause)

E.3 NFS 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (OCT 1988)

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

Inspection and acceptance of all work shall be performed at John F. Kennedy Space Center, Cape Canaveral Air Force Station, and such other places of performance or delivery of work required under this contract.

(End of clause)

**E.4 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT
(AUG 2003) (MODIFIED)**

If the Contracting Officer determines that DD Form 250 is required from E.5 below then:

- (a) At the time of each delivery to the Government under this contract, the contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three (3) copies, an original and two (2) copies.
- (b) The contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

E.5 SUBMISSION OF MATERIAL INSPECTION AND RECEIVING REPORTS

Material Inspection and Receiving Reports (DD Form 250) may be required for equipment and hardware deliveries and system turnover to the Government. Individual Task Order requirements will specify when submittal of a DD Form 250 is required.

(End of clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 FAR 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.

- (a) Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE 1) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

(End of clause)

F.2 DELIVERY INSTRUCTIONS

The contractor shall ship the items required under this contract to:

Building M6-791
 IMCS Receiving
 John F. Kennedy Space Center, Florida 32899

Marked for: IMCS
 Consignee: TBD
 Contract Number: NNK08OH01C
 Organization/Office Code: TBD
 Building No.: TBD

Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made Monday through Friday, excluding Federal holidays.

Additional delivery instructions: TBD
 Additional marking instructions: TBD

(End of clause)

F.3 PLACE OF PERFORMANCE

The place of performance shall be the John F. Kennedy Space Center (KSC) and surrounding vicinities, Cape Canaveral Air Force Station, Transoceanic Abort Landing (TAL) sites, and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

F.4 PERIOD OF PERFORMANCE (CLINS 001, 002, 003, & 004)

The basic period of performance of this contract is October 1, 2008, through September 30, 2013.

(End of clause)

F.5 OPTION TO EXTEND (CLINS 001, 002, 003, 004, 006, & 007)

In accordance with FAR 52.217-9, *Option to Extend the Term of the Contract*, of this contract, the Contracting Officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

<u>OPTION</u>	<u>PERIOD OF PERFORMANCE</u>
EML Option CLIN 006 (CLIN 006, PWS 3.10)	October 1, 2009, through September 30, 2012
Networks Option CLIN 007-12 (CLIN 007-12, PWS 3.4.1, 3.4.2, & 3.4.4)	October 1, 2011, through September 30, 2012
Networks Option CLIN 007-13 (CLIN 007-13, PWS 3.4.1, 3.4.2, & 3.4.4)	October 1, 2012, through September 30, 2013
Option Period 1 (CLINs 001a, 002a, 003a, 004a, & 007a)	October 1, 2013, through September 30, 2014
Option Period 2 (CLINs 001b, 002b, 003b, 004b, & 007b)	October 1, 2014, through September 30, 2015
Option Period 3 (CLINs 001c, 002c, 003c, 0045c, & 007c)	October 1, 2015, through September 30, 2016
Option Period 4 (CLINs 001d, 002d, 003d, 004d, & 007d)	October 1, 2016, through September 30, 2017

- (a) The Government may extend the term of this contract by written notice to the contractor within 30 days; provided that the Government gives the contractor a preliminary written

notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) In accordance with NFS 1817.207-70 (b) (1), the Government will perform an analysis to determine whether exercise of the option is in the Government's best interest. The analysis required to support the option exercise determination must include consideration of other factors in addition to price. In addition the other factors contained in FAR 17.207(e), the determination to exercise the option will consider, but is not limited to, the contractor's performance in satisfying contract requirements, for example, receiving positive performance ratings and the contractor's level of success.
- (c) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (d) The Government may exercise one or more of the options specified in the contract consecutively or concurrently if it is deemed in the best interest of the Government.
- (e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed nine (9) years.

(End of clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 FAR 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 .

- (a) NASA Federal Acquisition Regulation Supplement (48 CFR Chapter 18) clauses:

CLAUSE NUMBER	DATE	TITLE
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE - LICENSING
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-73	OCT 2003	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS, INSERT "CYNTHIA R. JARVIS, MAIL CODE: TA-E1, KSC, FL 32899"

(End of clause)

G.2 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (JUN 2000) (MODIFIED) (CLINS 001 & 002)

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NFS 1852.216-85, *Estimated Cost and Award Fee*, in this contract.
- (b) Beginning 6 months after the effective date of this contract, the Government will evaluate the contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the contractor's performance in accordance with Attachment J-5, *Award Fee Evaluation Plan*. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- (c) The Government will advise the contractor in writing of the evaluation results. The John F. Kennedy Space Center, General Accounting A/P, GG-B-C2 will make payment based on issuance of unilateral modification by Contracting Officer.

- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.
- (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause G.12. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.
- (f)
 - (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.
 - (2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
 - (3) If the Contracting Officer determines that the contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the contractor in writing if it is determined that such discontinuance or reduction is appropriate.
 - (4) Provisional award fee payments will be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

G.3 NFS 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

- (2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the contractor to submit interim 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.
- (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 the cognizant DCAA office.

(Mailing address to be provided at time of contract award)
 - (2) Five copies of SF 1034A, SF 1035A, or equivalent contractor's attachment to the following offices by insertion in the memorandum block of their names and addressees:
 - (i) Copy 1 – NASA Contracting Officer.
 - (ii) Copy 2 – DCAA Auditor.
 - (iii) Copy 3 – Contractor.
 - (iv) Copy 4 – Contract Administration Office, if delegated.
 - (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 forwarded to:

NASA/John F. Kennedy Space Center
 Attn: Contracting Officer
 Mail Code OP-OS
 Kennedy Space Center, FL 32899

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)

G.4 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 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:

Title	Office Code	Address (including zip code)
New Technology Representative	KT	John F. Kennedy Space Center, NASA Kennedy Space Center, FL 32899
Patent Representative	CC	John F. Kennedy Space Center, NASA Kennedy Space Center, FL 32899

- (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. Inquiries 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)

G.5 NFS 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 NFS 1842.270. "Technical direction" means a directive to the contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the contractor in writing within 30 days that the instruction or direction is--
- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the contractor's risk.

(End of clause)

**G.6 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
-- ALTERNATE I (DEVIATION) (SEP 2007) (MODIFIED)**

- (a) The Government property described in paragraph (c) of this clause may be made available to the contractor on a no-charge basis for use in performance of this contract. This property

shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the contractor shall comply with the following:

- (1) NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual
- (2) NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements
- (3) NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements
- (4) Maintain Government-furnished property
- (5) Maintain NASA Property Records
- (6) Perform Physical Inventories of Government-furnished property

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

- (b) (1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
 - (i) The contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
 - (ii) The contractor shall establish a record of the property as required by FAR 52.245-1, *Government Property*, and furnish to the Industrial Property Officer a DD Form 1149, *Requisition and Invoice/Shipping Document*, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

- (iii) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the contractor shall assume accountability and financial reporting responsibility. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, *Government Property*, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
 - (2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- (c) The following property and services are provided:
- (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
 - (2) Office furniture.
 - (3) Property listed in Contract Attachment J-1, Appendix 11.
 - (i) If the contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
 - (ii) The contractor shall not bring to the installation for use under this contract any property owned or leased by the contractor, or other property that the contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
 - (4) Supplies from stores stock including office supplies.
 - (5) Safety and fire protection for contractor personnel and facilities.
 - (6) Cafeteria privileges for contractor employees during normal operating hours.
 - (7) Building maintenance for facilities utilized by contractor personnel.
 - (8) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
 - (9) Utilities including water, electricity, natural gas, and sewage treatment will be provided by the Government to the contractor's assigned facilities. Chilled water,

high temperature hot water, and compressed air are provided to the contractor's assigned facilities by the Government from the Utility Annex, Industrial Area Chiller Plant, Hypergol Maintenance Facility, Heat Plant and Central Heat Plant.

- (10) Utility locate services including GIS updates.
- (11) Locksmith services.
- (12) Real Property Management.
- (13) Dig permits approval.
- (14) Repairing of all roads, airfield, parking lots, pavement, and bridges due to trenching activities.
- (15) Land clearing of all vegetative material for trenching activities.
- (16) Grounds and landscape maintenance; maintain "cleared" lines of sight for tracking sites, fence lines and utility corridors; and pest control services for facilities.
- (17) Collection and disposal of refuse and bulk items.
- (18) Facility cleaning.
- (19) Comprehensive managed fire prevention, fire protection, and emergency services including hazardous material emergency response support; support technical fire and rescue investigations; and emergency medical services.
- (20) Fire inspection permits, fire extinguishers, fire prevention education, and mitigation of all hazardous material spills or releases.
- (21) Burn permit approval.
- (22) Law enforcement, investigations, badging and identification, and personnel security.
- (23) Fire Fighting services.
- (24) Scheduled shuttle route bus service including pad support.
- (25) Hazardous and controlled waste management and off-site shipment for treatment and disposal of hazardous and controlled waste.
- (26) Mail services.
- (27) Safety, health, skills, and operational area access training.

- (28) Occupational health examinations, treatments, medical reviews, laboratory, Emergency Medical Services (EMS), Employee Assistance Program (EAP), health education and wellness, health training, and administrative management for KSC and CCAFS for on the job related injuries and illnesses.
- (29) Environmental Health (EH) Program for operational support, and consultation services.
- (30) Sanitary surveys of designated facilities, bottled water sources, and chemical toilets.
- (31) Computing Services – desktop computers, associated administrative printers and peripherals, cell phones, Hand-Held devices (Blackberries, Treos, and Windows Mobile), e-mail, and account services obtained through the standard Outsourcing Desktop Initiative for NASA (ODIN) and successor catalog.
- (32) Office Copier Machines, Fax Machines and Multi-Functional Devices (MFD).
- (33) Calibration service for Standards and Test, Measurement, and Diagnostic Equipment (TMDE), including related repairs.
- (34) Sampling services and related engineering support.
- (35) Sandblasting & coating.
- (36) Heavy equipment maintenance and proofloading.
- (37) Packaging and shipping including to TAL sites.
- (38) Property excess for NASA.
- (39) Long distance phone capabilities.
- (40) Malfunction analysis.
- (41) Structural engineering design and analysis.
- (42) Specialized vehicle maintenance.
- (43) Supply support and services (including Equipment Control Number tags and Readers).
- (44) Aircraft for aerial Photography/Videography.
- (45) Rigging, high lift, and heavy lift support.
- (46) Non-destructive evaluation radiography.
- (47) Security including TAL sites.

- (48) Delivery of fuel for vehicles and generators in the field.
- (49) Structural and Power Systems Engineering Services.
- (50) Ships for Sea Photography/Videography.
- (51) Base and Range shop support.
- (52) Portable Pressure Vessel Maintenance and Repair Services.
- (53) Maintenance and Shop Support Services.
- (54) Directional Boring.
- (55) Transportation of equipment and materials requiring tractor trailer or flatbed support.

With regard to services provided under subparagraphs (31) and (32) above, the contractor shall appoint authorized representative(s) at the work site who shall review and submit, on behalf of the contractor:

- (i) Justifications for new installations, relocations, or removals of the provided devices.
- (ii) Service level justifications for upgrades or downgrades.
- (iii) Validate and report any discrepancies of the monthly invoice within five working days of receipt.

In the event that the Government is unable to provide the items specified in paragraphs (c) (1) through (c) (55) above, or in the event the items are not available in a timely manner through Government resources, such items as are required in the performance of this contract may be procured by the contractor with the prior written approval of the Contracting Officer.

The contractor agrees to make every reasonable effort to anticipate and make known to the Government what its requirements are sufficiently in advance to permit the Government to fulfill them in a timely manner in order to minimize contractor procurement.

Items generally considered "Fixtures" (e.g., becomes a part of the premises when installed, such as water coolers, air-conditioners, partitions) shall not be purchased by the contractor under the authority of this clause. Additionally, items of a capital nature shall not be purchased under the authority of this clause without the prior written approval of the Contracting Officer.

The user responsibilities of the contractor are defined in G.6 paragraph (a) of 1852.245-71, *Installation-Accountable Government Property*.

(End of clause)

G.7 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEP 2007)

- (a) The contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.
- (b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.
- (c) Concurrent with equipment delivery or transfer, the contractor shall provide the following data in an electronic spreadsheet format:
 - (1) Item Description.
 - (2) Unique Identification Number (License Tag).
 - (3) Unit Price.
 - (4) An explanation of the data used to make the unique identification number.
- (d) For items physically transferred under paragraph (a) the following additional data is required:
 - (1) Date originally placed in service.
 - (2) Item condition.
 - (3) Date last serviced.
- (e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:

Building M6-791
IMCS Receiving
John F. Kennedy Space Center, Florida, 32899
- (f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment

(End of clause)

G.8 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEP 2007)

- (a) The contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --
- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
 - (2) Alters physical inventory timing or procedures;
 - (3) Alters recordkeeping practices;
 - (4) Alters practices for recording the transport or delivery of Government property; or
 - (5) Alters practices for disposition of Government property.
- (b) The contractor shall contact the IPO at:

NASA-KSC Industrial Property Officer: Cynthia R. Jarvis
 Attn: Mail Code: TA-E1/Logistics and Services Branch
 Kennedy Space Center, FL 32899
 (321) 867-3421

(End of clause)

G.9 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (DEVIATION) (SEP 2007)

For performance of work under this contract, the Government will make available Government property identified in Attachment J-1, Appendix 11 of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, *Government Property*. The contractor shall use this property in the performance of this contract at KSC, CCAFS, and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the contractor is accountable for the identified property.

(End of clause)

G.10 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (DEVIATION) (SEP 2007)

- (a) In addition to physical inventory requirements under the clause at FAR 52.245-1, *Government Property*, the contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.
- (1) The contractor shall inventory --

- (i) Items of property furnished by the Government;
 - (ii) Items acquired by the contractor and titled to the Government under the clause at FAR 52.245-1;
 - (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
 - (iv) Complete but undelivered deliverables.
- (2) The contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.
- (b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.
- (1) The contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and
- (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
 - (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.
- (2) The contractor has limited quantities of property, limited personnel, or limited property systems; and,
- (i) The contractor provides written confirmation that the Government property exists in the recorded condition and location; and
 - (ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.
- (3) The contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.
- (c) The contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall --
- (1) Provide a summary showing number and value of items inventoried; and

- (2) Include additional supporting reports of --
 - (i) Loss, damage or destruction, in accordance with the clause at 52.245-1, *Government Property*;
 - (ii) Idle property available for reuse or disposition; and
 - (iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.
- (d) The contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

**G.11 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS
(DEVIATION) (SEP 2007)**

- (a) In addition to the requirements of the clause at FAR 52.245-1, *Government Property*, the contractor shall comply with the following in performance of work in and around Government real property:
 - (1) NPD 8800.14, *Policy for Real Property Management*
 - (2) NPR 8831.2, *Facility Maintenance Management*
- (b) The contractor shall obtain the written approval of the Contracting Officer before installing or removing contractor-owned property onto or into any Government real property or when movement of contractor-owned property may damage or destroy Government-owned property. The contractor shall restore damaged property to its original condition at the contractor's expense.
- (c) The contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

G.12 AWARD FEE (CLINS 001 & 002)

The amount of fee earned by the contractor under CLINs 001 and 002, and options if exercised, shall be determined in accordance with Attachment J-5, *Award Fee Evaluation Plan*. The amount of available and earned fee, by evaluation period, is provided in Table G.12 below. Award fee will be captured as CLIN 005. If unearned fee in a given period is lost it cannot be reassessed or moved into subsequent fee evaluation periods for consideration.

TABLE G.12 AVAILABLE AND EARNED FEE (CLIN 005)					
CLINs 001 & 002	Evaluation Periods	Available Fee	Earned Fee	Score	Fee Mod No.
1	10/01/08 - 03/31/09	*	*	*	*
2	04/01/09 - 09/30/09	*	*	*	*
3	10/01/09 - 03/31/10	*	*	*	*
4	04/01/10 - 09/30/10	*	*	*	*
Includes CLIN 006, if exercised					
5	10/01/10 - 03/31/11	*	*	*	*
6	04/01/11 - 09/30/11	*	*	*	*
Includes CLIN 006 & CLIN 007-12, if exercised					
7	10/01/11 - 03/31/12	*	*	*	*
8	04/01/12 - 09/30/12	*	*	*	*
Includes CLIN 007-13, if exercised					
9	10/01/12 - 03/31/13	*	*	*	*
10	04/01/13 - 09/30/13	*	*	*	*
CLINs 001a, 002a, & 007a, if exercised					
11	10/01/13 - 03/31/14	*	*	*	*
12	04/01/14 - 09/30/14	*	*	*	*
CLINs 001b, 002b, & 007b, if exercised					
13	10/01/14 - 03/31/15	*	*	*	*
14	04/01/15 - 09/30/15	*	*	*	*
CLINs 001c, 002c & 007c, if exercised					
15	10/01/15 - 03/31/16	*	*	*	*
16	04/01/16 - 09/30/16	*	*	*	*
CLINs 001d, 002d & 007d, if exercised					
17	10/01/16 - 03/31/17	*	*	*	*
18	04/01/17 - 09/30/17	*	*	*	*

*Will be completed by the Government during the performance of the Contract

(End of clause)

**G.13 CONTRACT ADMINISTRATION DATA FOR DOD REQUIREMENTS
(CLINS 003 & 004)**

The following clauses are DOD Requirements under CLINs 003, 004, and associated options only.

**I. INVOICING PROCEDURES FOR DOD REQUIREMENTS - WIDE AREA
WORK FLOW (WAWF)**

- (a) Wide Area Workflow -Receipt and Acceptance (WAWF-RA) Invoicing System: In accordance with DFARS clause 252-232-7003, entitled *Electronic Submission of Payment Requests*, the Department of Defense (DoD) has implemented a new electronic invoicing system, known as Wide Area Work Flow – Receipt and Acceptance (WAWF-RA), which is designed to automate and expedite commercial invoices and Government receiving reports by electronically processing these items. WAWF-RA will simplify your Government invoicing process, allow you to monitor you payment status online, and ensure faster payment transactions for your company. WAWF-RA is a web-based program and is available at no cost to your company. For assistance with WAWF, please call 1-866-618-5988. To register your company for WAWF, simply log into <https://wawf.eb.mil>. Step-by-step instructions on how to register and how to submit invoices through WAWF-RA are outlined at <https://rmb.ogden.disa.mil>. There is a training web site that provides hands-on training in a non-production environment at the following link <https://wawftraining.eb.mil>.

You will also need to update your Centralized Contractor Registration (CCR) account with your Electronic Business Point of Contact (EBPOC). The primary responsibility of your EBPOC will be to register additional company personnel in the WAWF-RA system. General questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Customer Service number at 1-800-756-4571.

NOTE: Invoices against firm fixed price contracts are to be sent directly to DFAS via WAWF, not the contracting office. Submission of invoices to the contracting office unnecessarily delays payment.

- (b) Invoices and receiving reports will be processed using wide area work flow.
- (c) The invoice type for this contract/delivery order is: wide area work flow.
- (d) The contract payment office is DFAS DAYTON, unless otherwise specified in block 27 of the SF 1449 or block 15 of the DD1155.
- (e) The fax number for DFAS DAYTON is 1-866-244-2894.
- (f) The DFAS DAYTON customer service number is 1-800-756-4571 (option 2, option 3).
- (g) The DFAS DAYTON payment office DODAAC is F03000.
- (h) The issuing office DODAAC is FA2521.

- (i) The administration office DODAAC is FA2521.
- (j) The ship to (inspection office) DODAAC will be specified on each delivery order under the ship address (i.e. F3K8B1).

(End of clause)

II. DFARS 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the contractor shall:

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

III. DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

- (a) Definitions. As used in this clause:
 - (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
 - (3) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the contractor shall submit payment requests using one of the following electronic forms:
 - (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
 - (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.
 - (ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/contractorpay/electroniccommerce.html>.
- (4) Another electronic form authorized by the Contracting Officer.
- (c) The contractor may submit a payment request in non-electronic form only when:
 - (1) DoD is unable to receive a payment request in electronic form; or
 - (2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the contractor. In such cases, the contractor shall include a copy of the Contracting Officer's determination with each request for payment.
- (d) The contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

[END OF SECTION]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 FAR 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.

- (a) NASA Federal Acquisition Regulation Supplement (48 CFR Chapter 18) clauses:

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES INSERT IN PARAGRAPH (B): KENNEDY SPACE CENTER, FL
1852.228-72	SEP 1993	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES
1852.228-76	DEC 1994	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.228-78	SEP 1993	CROSS-WAIVER OF LIABILITY FOR EXPENDABLE LAUNCH (ELV) LAUNCH
TBD	TBD	CROSS-WAIVER OF LIABILITY FOR CONSTELLATION (TBD)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE II) (OCT 2000)
1852-246-70	MAR 1997	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM
1852.247-71	MAR 1989	PROTECTION OF THE FLORIDA MANATEE

(End of clause)

H.2 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) (MODIFIED) (CLIN 002)

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

- (b) Prior to issuing a Task Order, the Contracting Officer will provide the contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated Task Order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the contractor's proposal.
- (c) Within 10 working days after receipt of the Contracting Officer's request, the contractor shall submit a task plan conforming to the request. At a minimum, the contractor shall provide the following:
- (1) Detailed Technical approach to implementing.
 - (2) Work Breakdown Structure (WBS).
 - (3) Basis of Estimate (BoE) for labor hours proposed for each proposed labor category type including sufficient narrative substantiation for evaluation by the Government to determine acceptability of the proposed hours and labor categories.
 - (4) Assumptions.
 - (5) Schedule for completing the effort, including key milestones and the flow of activities from start to completion.
 - (6) Identification of critical issues, including risk identification and mitigation.
 - (7) Identification of resources or services provided by other contractors.
 - (8) Total cost summary (indicate labor hours, direct costs, burden, and fee).
 - (9) Cost summary by month indicating labor hours, WYE, labor categories, and cost.
 - (10) Staffing plan consistent with the technical approach and schedule, and proposed labor categories.
 - (11) Materials and equipment.
 - (12) The response must be specific, detailed, and complete enough to demonstrate understanding of the technical objectives and efforts required to meet the task order requirements.

- (d) After review and any necessary discussions, the Contracting Officer may issue a Task Order to the contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and task order number.
 - (3) Functional description of the work identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar value authorized (cost and fees). This includes allocation of award fee among award fee periods. The award fee for the independent task orders will be applied to the award fee pool dollars when the task order work is scheduled to be completed and accepted by the Government. Award fee for any task order that is scheduled to be completed within 15 calendar days of the end of an award fee period will be added to the award fee pool for the following period.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual Task Order, accounting and appropriation data.
- (e) The contractor shall provide acknowledgment of receipt to the Contracting Officer within three working days after receipt of the Task Order.
- (f) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in paragraphs (a) through (d), a Task Order, which includes a ceiling value, may be issued by the Contracting Officer unilaterally.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the Task Order and the contractor's approved task plan, the Task Order shall prevail.

(End of clause)

H.3 NFS 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.

TABLE H.3 --		KEY PERSONNEL
	Name of Personnel	Key Position
1	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED] t
6	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED] ger
8	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]
10		
11		
12		

(End of clause)

H.4 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (MODIFIED)

- (a) Identification of Employees:
 - (1) Badging

- (i) Kennedy Space Center (KSC) badging is mandatory for all contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by unbadged employees.
- (ii) Prior to proceeding with performance, the contractor shall submit the following information to the Contracting Officer, who will certify it and pass the information on to the Badging Office:

- A. Contract number and location of work site(s);
 - B. Contract commencement and completion dates;
 - C. Status as prime or subcontractor; and,
 - D. Name of the contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)
- (iii) During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
- (iv) To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (*Request for KSC Picture Badge*) for each employee requiring access to KSC or CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.
- (2) Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201-1, and Office of Management and Budget (OMB) Guidance M-05-24 compliance.
- (i) In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201-1, and Office of Management and Budget (OMB) Guidance M-05-24, all persons who will have access to Government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1210, KSC Headquarters Building. FIPS Pub 201-1 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.
- A. KSC Form 20 – 87, NASA PRP Investigation and Qualification Data Request;

- B. FD Form 258, Fingerprint Card,
- C. Standard Form 85, Questionnaire for Non-Sensitive Positions; and,
- D. Optional Form 306, Declaration for Federal Position Employment.

(b) Badging Restrictions/Categories:

- (1) White Temporary Pass (WTP). Under current KSC security restrictions, an “Unescorted” White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The contractor’s designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can “vouch” for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is responsible for the behavior of anyone for whom s/he authorizes a badge.
- (2) Pink Temporary Pass (PTP). Any individual for whom the designated security/badging official cannot “vouch” in accordance with the above criteria will be issued a “To Be Escorted” Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.
- (3) Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign Government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).
- (4) Access to Controlled Areas within KSC:
 - (i) Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either “escorted” or “unescorted” access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer’s Technical Representative (COTR), in addition to the NACI forms listed above in paragraph A.3.a-d, a NASA Form 1730, *Request for Unescorted Access/Personnel Reliability Program*.
 - (ii) The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office’s approval/disapproval.

Access to controlled areas is granted when the requisite safety training has been successfully completed.

- (iii) All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor's responsibility to designate and submit the required information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the contractor's workday/shift and escort them as a group to the job site. The escort will keep the crews within sight until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.
- (iv) The Government will provide, at no cost to the contractor, investigative services for employee/workers escorts.
- (v) The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.
- (vi) One or more on-site training classes may be required for admittance to the work area and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The contractor shall maintain a record of employees receiving the training.
- (vii) Work under this contract may be performed in limited access areas. Investigations may be performed on employees for whom unescorted access to controlled areas is required.

(c) Designation of Security Risk Level:

- (1) Per NPR 1600.1, the contract security risk level designation is moderate.

(End of clause)

**H.5 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES
(APR 2007)**

The publications listed in Attachment J-1, Appendix 4, *Applicable Policies and Procedures*, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall

promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications.

Note 1: The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation or treatment is offered and refused.

Emergency Response onsite at KSC or CCAFS
911 from a landline phone service
321-867-7911 from a cell phone

(End of clause)

H.6 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT – ONSITE CONTRACTORS AND SUBCONTRACTORS (OCT 2006)

The contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit, total on-site non-union represented employees, and total off-site workforce performing on the contract. The contractor shall provide this information no later than 10 days after the close of each reporting period which ends March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer. This report shall be reported as DRD-MS-10, *Quarterly Headcount Report*.

(End of clause)

H.7 ADVANCE AGREEMENT REGARDING CONTRACT ADJUSTMENTS RESULTING FROM SIGNIFICANT WORKLOAD CHANGES (CLIN 001)

The contractor agrees that any adjustment to the estimated cost and fee of this contract resulting from changes in workload that constitute a change pursuant to the "Changes" clause, shall be contingent upon the following:

No adjustment to the Negotiated Estimated Cost (NEC) and fee will be made unless the contractor submits supporting data demonstrating increased actual workload compared to the associated workload indicators. The contractor must also demonstrate that the increased workload resulted in an 8% or greater increase to total direct labor hours reflected in the NEC for the specific Government FY in which the increase occurred. Similarly, for decreased workload, no adjustment to the NEC and fee will result unless the decreased actual workload compared to the associated workload indicators resulted in an 8% or greater decrease to total direct labor hours reflected in the NEC for the specific Government FY in which the decrease occurred.

(End of clause)

H.8 ADVANCE AGREEMENT REGARDING LOW VALUE TASK ORDER WORK UNDER CLIN 002

The contractor agrees that, in order to reduce administrative burden and facilitate contract administration, any Task Order work under CLIN 002 for work contained in contract attachment J-1, Section 4, with an estimated cost of \$50,000 or less, shall be considered to be included in baseline work under CLIN 001 and authorized by work orders. If the total value of Task Orders that fall under this clause exceeds \$200,000.00 in any given Government Fiscal Year, subsequent Task Orders during that fiscal year will be issued as CLIN 002 task orders by the Contracting Officer.

The contractor further agrees that, as no costs for this low value Task Order work under CLIN 002 have been included in the overall estimated cost of the contract, the Government will not include the cost of this low task value task order work in the actual cost amount used in the evaluation of the contractor's cost performance and determination of award fee.

(End of clause)

H.9 NASA'S TECHNOLOGY TRANSFER PROGRAM

In the event that the contractor develops new technology or unique utilization of existing technology under this contract, the contractor shall support, and participate in, NASA's technology transfer/commercialization program by assisting the transfer of technology developed under Government contract to the private sector.

- (a) The contractor's participation may include a number of different activities including the following:
 - (1) Dual use development of cutting edge technology having applications both within and outside the aerospace community.
 - (2) Collaborative efforts with third parties for the purpose of transferring technology.
 - (3) Government sponsored technology outreach efforts that further the transfer of technology.
 - (4) Applications engineering work for the purpose of adapting the developed technology to a specific use.
- (b) The contractor shall coordinate all projects and associated agreements with the COTR and the KSC Technology Transfer Office, and as directed in writing by the Contracting Officer. Agreements shall state funding requirements, project description, scope of project, reporting requirements, and responsible NASA and contractor personnel. Ownership of rights to the technology developed under these collaborative and partnership activities shall be addressed in the individual agreements. Projects utilizing Government funds will be approved by the Contracting Officer.

- (c) Contractor commitment to technology transfer/commercialization can be demonstrated by the development of internal programs aimed at:
- (1) Educating and training the workforce in technology transfer activities.
 - (2) Ensuring employees report new technology as required by NFS 1852.227-70, *New Technology*.
 - (3) Assisting subcontractors with technology transfer activities.

(End of clause)

H.10 USE AND DISPOSITION OF CONTRACTOR OWNED EQUIPMENT

- (a) The contractor may purchase and own equipment, at its own cost, to be used in the performance of this contract. Any such equipment which will replace existing Government-furnished property or needed to perform contractual requirements must be approved in writing by the Contracting Officer. The Government may at any time purchase the equipment at its fully depreciated price (Net Book Value), and the contractor shall transfer title thereof to the Government. Pursuant to this requirement, the contractor shall report to the Government the depreciated value of the equipment in accordance with Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Board (FASB) practices and procedures. A listing of all equipment purchased by the contractor (at its own cost), its original purchase cost, depreciation method, useful life, current Net Book Value, and end of contract Net Book Value shall be reported in DRD-MS-09, *Contractor Owned Contractor Held Capital Assets Report*.
- (b) Upon expiration or termination of the contract, the Government may direct the contractor to sell and transfer title of some or all of the equipment identified in subparagraph (a) above to the successor contractor or the Government at its fully depreciated value. The gain or loss on the sale will be charged or credited to the contract upon completion of the contract, for a period not exceeding 120 calendar days after completion of the contract. The contractor shall be responsible for the disposal of any property not transferred to a successor contractor under this paragraph. Allowability of costs under this clause is subject to proper record keeping as required by subparagraph (a) above.

(End of clause)

H.11 HAZARD COMMUNICATION

- (a) In order to comply with Federal, OSHA, and State Regulations, the contractor shall participate in the KSC Chemical Hazard Communication Program as implemented by KNPD 1800.2, Chemical Hazard Communication.

- (b) The contractor shall coordinate submission of hazardous material safety data, to the NASA/KSC Materials Safety Data Sheet Archive, with the MSDS Program Administrator.

(End of clause)

H.12 OCCUPATIONAL HEALTH SERVICES

The contractor shall utilize medical treatment at the Occupational Health Facility for any injury that occurs at KSC or the CCAFS. The medical services set forth in KNPD 1810.1 entitled *KSC Occupational Medicine Program*, will be provided to the contractor by the Government.

The contractor shall utilize the medical services at the Occupational Health Facility for KSC job-required medical certification health examinations. Medical certifications will be provided in accordance with KBM-ST-2.1 A and B.

(End of clause)

H.13 PROTECTION AND SAFEGUARDING OF INFORMATION AND DATA OF THIRD PARTIES

- (a) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data developed, acquired, or furnished by or to the contractor in the performance of this contract, shall be used only in connection with the work under this contract, and shall be protected by the contractor from unauthorized use, release, duplication, or disclosures.
- (b) The contractor shall take appropriate measures to assure that its personnel, who have or might reasonably have access to such information and data referred to in paragraph (a) above, agree to honor the contractor's commitment and safeguard such information and data.
- (c) It is further anticipated that in performance of this contract the contractor may also have access to, be furnished, use, or generate the following types of data (recorded information):
- (1) Data of third parties bearing limited rights or restricted rights notices submitted either to the Government or directly to the contractor;
 - (2) Other data of third parties which the Government has agreed to handle under protective arrangements; or
 - (3) Data, generated by the Government or the contractor for third parties, for which the Government intends to control the use and dissemination until delivered to the third parties.
- (d) In order to protect the interests of the Government, the owners, and the intended recipients of the data described in paragraph (c), the contractor further agrees, with respect to such

data described in subparagraph (c) (1) 1 and, when so identified by the Contracting Officer or designated representative, with respect to data described in subparagraphs (c)2 and (c)3, to:

- (1) Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the data to employees having a “need to know”;
 - (2) Preclude disclosure of such data outside contractor’s organization performing work under this contract without written consent of the Contracting Officer; and
 - (3) Return or dispose of such data as directed by the Contracting Officer or designated representative when such data is no longer needed for contract performance.
- (e) Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of “technical data” for the purpose of applying the requirement(s) of the clause herein entitled FAR 52.227-14, *Rights in Data—General*.

(End of clause)

H.14 GOVERNMENT’S RIGHTS TO INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION

- (a) With the exception of financial information, the Government will have unlimited rights to use and distribute to third parties any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Governmental expense. The Contracting Officer may, at any time during the contract performance or within a period of three (3) years after contract completion, require the delivery of any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.
- (b) The Contracting Officer may release the contractor from the requirements of this clause for specifically identified information at any time during the three (3) year period set forth in Paragraph (a) of this clause.

(End of clause)

H.15 CONTRACTOR ON-SITE REPRESENTATIVE

The contractor shall appoint a representative at the work site with full authority to receive and execute, on behalf of the contractor, such contract modifications, notices, policy directives, etc., as may be issued pursuant to the terms of this contract.

(End of clause)

H.16 INSTITUTION IMPROVEMENT PROGRAM

In addition to the work contained in contract attachment J-1, the contractor shall undertake the below described Institution Improvement Program as part of the base contract work under CLIN 001:

- (a) Equipment Replacement. The Government intends to fund an estimated \$2,500,000 per year for the contractor to replace Government-owned equipment and systems that are not otherwise subject to replacement under the requirements of attachment J-1, sections 1.4 through 1.4.14. In support of this requirement, the contractor shall identify proposed replacements in the Five-Year Technical and Cost Plan required under DRD-MS-02, and shall include a discussion of the need for replacement and relative priority, as well as why the identified equipment/systems are not otherwise covered under the above referenced requirements of Attachment J-1.

The contractor's proposed replacements will be prioritized and approved when considered appropriate by the Government for each FY. All work performed under this clause must be approved by the Contracting Officer prior to initiation, and is subject to FAR 52.232-22, *Limitation of Funds*. If the estimated cost for the work authorized under this clause is less than \$2,400,000 or greater than \$2,600,000 in a given contract year, then an adjustment to the estimated cost of the contract may be negotiated.

- (b) Application Development. The Government intends to prioritize \$1,000,000 per year for new application development and Government directed sustaining applications stated in Attachment J-1, Sections 3.1 through 3.1.2. The Government will identify the new application development and sustaining applications, prioritize these new applications with the contractor, and approve them when considered appropriate by the Government for each FY.

(End of clause)

H.17 CUSTOMER FUNDED APPLICATION DEVELOPMENT

In addition to the work contained in contract Attachment J-1, the contractor shall undertake customer funded application development and sustaining applications as part of the base contract work under CLIN 001. The Government estimates that customers will order approximately \$3,000,000 per year in new application development and sustaining applications. The Government will identify the customer's new application development and sustaining applications, prioritize these new applications with the contractor, and approve them when considered appropriate by the Government for each contract year.

All work performed under this clause must be approved by the Contracting Officer prior to initiation, and is subject to FAR 52.232-22, *Limitation of Funds*. If the estimated cost for the work authorized under this clause is less than \$2,900,000 or greater than \$3,100,000, then an adjustment to the estimated cost and fee of the contract may be negotiated.

(End of clause)

H.18 WORK FOR OTHERS

- (a) Background and Purpose - The contractor is authorized to perform Work for Others related to services performed under this contract at KSC that would utilize the unique capabilities within this contract. These unique capabilities include the Government-furnished property for which the contractor has operational responsibility and/or the expertise of contractor personnel resident at KSC. The primary purpose of this authority is to provide commercial access to the unique capabilities of this contract. Work for Others is defined as work performed for and paid by Others via a separate agreement between this contractor and the Others. Others include NASA, Federal, and state agencies, and commercial entities.

Other pertinent definitions:

Contract work – Work directed by the Contracting Officer under this contract via baseline requirements, task orders, or is required by the explicit terms and conditions of the contract. Costs are chargeable and reimbursable under the contract.

Government-furnished property – Property in the possession of the Government, or acquired by the contractor on behalf of the Government, and subsequently furnished to the contractor for performance of a contract, which property may include “Government property,” “real property,” “plant equipment,” “equipment,” and “materials”, as those terms are defined in FAR subpart 45.1.

- (b) Agreements & Approvals – The contractor shall obtain approval of the Contracting Officer for Work for Others before committing to perform the work. The contractor shall informally work with the Government to identify and discuss potential Work for Others as far in advance of seeking final approval as is practical. The contractor shall obtain final approval for each instance of Work for Others by submitting a written request to the Contracting Officer including a draft agreement between this contractor and the Others which, at a minimum, shall contain the following information, terms, and conditions:
- (1) Name and address of the customer.
 - (2) Description of the work to be performed.
 - (3) Identification of contractor personnel and the Government-furnished property required for accomplishing the work.
 - (4) Schedule for accomplishment of the work and impact, if any, on other ongoing activities.
 - (5) Terms and conditions containing the following clauses of this contract:

H.18, *WORK FOR OTHERS*, subparagraphs (d) Priority of Use, (e) Liability and Risk of Loss, (f) Intellectual Property, Patent & Invention Rights, (g) News Releases & Publications, (h) Security & Export Control, (i) Safety & Health, (j) Independence of Contracts; and other clauses as may be required by the Contracting Officer.

Additionally, should the draft agreement include a request for use of Government-furnished property, the draft agreement shall be accompanied by a cover letter containing an explanation of the unique nature of the Government-furnished property and/or this contractor's expertise (or combinations thereof) that is not available from commercial sources and justify acceptance of the work.

(c) Financial Obligations:

- (1) The contractor shall provide consideration to NASA KSC in connection with Government-furnished property and services utilized for Work for Others under the authority of this provision. Pursuant to the direction of the Contracting Officer, consideration shall be in the form of a credit to the Government under this contract.
- (2) The contractor shall establish unique Cost Charge Numbers, or other means, to ensure that the costs of supplies and services provided under Work for Others will not be charged to IMCS.
- (3) The specific cost components, amounts and fees to be reimbursed or credited to NASA/KSC, and the points of contact and authority will be established annually, and will be updated as necessary to reflect the current rates and applicable usage charges, in a written procedure provided as an attachment to the contract (Contract Attachment J-8). Generally, reimbursable and creditable costs will include, but may not be limited to the following categories:
 - (i) Rent or other appropriate consideration for use of Government property in accordance with FAR 45.403 and FAR 45.404(c).
 - (ii) Actual cost of Government personnel directly supporting a project (including payroll additives, fringe benefits and G&A).
 - (iii) Actual cost of Government-provided material, utilities, support services and appropriate overheads.

- (d) Priority of Use - It will be the contractor's overall responsibility to schedule and manage use of assigned Government-furnished property to accommodate contract work and Work for Others in a manner to assure the timely, within cost, delivery of quality products and services for all. Since Work for Others projects are subject to Government approval and each request for approval will address scheduling issues, scheduling and priority of use conflicts should be rare. However, in the event circumstances should arise in which the Government requires use of the property, the Contracting Officer will direct that the Government work shall take precedence and the contractor shall immediately proceed with the Government work. NASA will make every reasonable effort to ensure that ongoing and planned Work for Others is not impacted and the exercise of the authority herein stated to require displacement of Work for Others in order to accomplish Government work will be exercised only to the extent necessary to protect the interests of the Government.

(e) Liability and Risk of Loss:

(1) General:

- (i) The contractor and Others waive and agree not to make any claims against the U.S. Government or U.S. Government contractors or subcontractors, for damage arising from or related to activities under this provision, whether such damage is caused by negligence or otherwise, except in the case of willful misconduct.
- (ii) In addition, the contractor and Others agree to indemnify and hold the U.S. Government or its contractors or subcontractors harmless from any claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, including U.S. Government property, as a result of activities under this provision, whether such damage is caused by negligence or otherwise, except in the case of willful misconduct.
- (iii) In the event that Other(s) will need to directly participate in Work for Others activities at KSC, the Other(s) will be required to have the same insurance coverage as the contractor under contract clause *Minimum Insurance Coverage* (NFS 1852.228-75) located in Section I, unless Other(s) is statutorily authorized to self-insure.

(2) Insurance for Damage to NASA Property:

- (i) For purposes of this article, the following definitions shall be applicable:
 - (a) "Liability" shall include payments made pursuant to United States' treaty, any judgment by a court of competent jurisdiction, administrative and litigation costs, and settlement payments.
 - (b) "Damage" shall mean bodily injury to, or other impairment of health of, or death of any person; damage to, loss of, or loss of use of any property; soil, sediment, surface water, ground water, or other environmental contamination or damage; loss of revenue or profits; other direct damages; or any indirect, or consequential damage arising there from.
- (ii) Damage to Government Property:
 - (a) Where required by NASA, within a reasonable time before Other(s) begin to have access to or use of U.S. Government property or services, Other(s) shall obtain or arrange to obtain, at no cost to NASA, insurance to cover the cost of replacing, repairing, or the fair market value of, as reasonably determined by the U.S. Government, any U.S. Government property (real or personal), which property is damaged as a result of any performance of this agreement, including performance by the Government's contractors or subcontractors. Upon obtaining the insurance required under this paragraph, or upon obtaining any modification or amendment thereof, Other(s) shall personally deliver, or send by registered or certified mail,

postage prepaid, two copies of such insurance policy, or such modification or amendment, to NASA at the following address, or at such address as NASA may, from time to time, designate in writing:

National Aeronautics and Space Administration
Office of the Chief Counsel
Mail Code: CC
Kennedy Space Center, FL 32899

- (b) The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require 30 days notice to NASA of any cancellation or change affecting coverage. The policy shall name the United States as an insured and shall cover all risks of loss except that it may exclude damage caused by the Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against the Government's contractors, subcontractors, or related entities for damage.
- (c) In the event Other(s) is unable to obtain insurance coverage required by subparagraph b(1) above, the parties agree to consider, subject to review, approval and agreement by NASA, alternative methods of protecting U.S. Government property (e.g., by an agreement to indemnify the U.S. Government for such damages).
- (d) An insurance policy whose terms and conditions are reviewed and approved by NASA, or an agreement on an alternative method of protection, is a condition precedent to Other(s)' access to or use of U.S. Government property under this agreement.
- (f) News Releases and Publications – The parties (NASA, the IMCS contractor, & Others) agree to coordinate in advance any news releases and/or widely distributed publications that result from activities performed pursuant to this provision. This coordination shall entail notifying the respective points of contact of the proposed news release or publication in sufficient time to allow the other party an opportunity to review and comment as deemed appropriate. None of the parties shall issue a news release or publication prior to the consent of the respective parties' points of contact.
- (g) Security & Export Control – Access to and use of NASA KSC facilities by Other(s) will be subject to instructions and procedures as described in KSC Security Procedural Requirements KNPR 1600, *KSC Security Handbook*, and NASA Policy Directive NPD 1371.5, *Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA*, which is applicable to NASA Headquarters and NASA Centers (including Component Facilities). In conducting Work for Others at Kennedy Space Center, the IMCS contractor and Other(s) 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 absence of available license exemptions/exceptions, the contractor and/or Other(s) shall be responsible for obtaining the appropriate licenses or approvals, if

required, for the export of hardware, technical data, and software, or for the provision of technical assistance. Additionally, should the contractor and/or Other(s) employ foreign nationals to participate in Work for Other(s) activities at Kennedy Space Center, the contractor/Other(s) shall be responsible for obtaining export licenses, if required, before utilizing such foreign nationals in such activities, including instances where the foreign nationals will have access to export controlled technical data or software at Kennedy Space Center facilities.

- (h) Safety & Health – All agreements entered into by the IMCS contractor with Other(s) shall incorporate the IMCS contractor’s approved Safety and Health Plan, which plan shall be binding upon the Other(s) during the conduct of their activities at the Kennedy Space Center.
- (i) Independence of Contracts – The parties concur that this contract and the authorities and conditions of this provision are independent of any contract between the contractor and other parties for the conduct of “Work for Others.” By authorizing the contractor to perform Work for Others, NASA makes no assurances to the contractor or Others as to performance of the objects tested in NASA facilities or other test objects, and relieves the contractor of none of its obligations under any other contract, grant, or other agreement. This provision does not constitute NASA’s endorsement of any test results, resulting designs, hardware, or other matters.

(End of clause)

H.19 AUTHORIZED CHANGES

Only the NASA/KSC Contracting Officer is authorized to modify the contract and perform all actions consistent with FAR 1.602. Performance of the work under this contract is subject to the written technical direction of the Contracting Officer’s Technical Representative (COTR) in accordance with NFS 1852.242-70. The USAF Contracting Officers may only issue or modify Delivery Orders in accordance with H.30.I, *DELIVERY ORDER PROCEDURES FOR DOD REQUIREMENTS*.

(End of clause)

H.20 ASSOCIATE CONTRACTOR AGREEMENT (ACA)

- (a) Given the unique role of this contract for supporting all other entities at KSC, the contractor shall engage in cooperative relationships that facilitate effective management of overall Center operations. The contractor shall establish ACAs as required for coordination and exchange of information with other contractors during the IMCS contract period of performance. The information to be exchanged shall be that required by the other contractors in the execution of their respective contract requirements. The contractor shall pursue and foster cooperative efforts and goodwill in a manner that will benefit KSC with increased safety, efficiency, and productivity.

- (b) The contractor shall negotiate formal guidelines with the other contractors to address coordination, cooperation, and communication. The contractor shall establish the means for the exchange of such data and communications as needed in order to keep other project elements fully informed, and minimize Government involvement.
- (c) The effectiveness of this joint cooperation will be evaluated as part of the contract award-fee process, as defined in the identified in Section J, Attachment J-5, *Award Fee Evaluation Plan*, of this contract.

(End of clause)

H.21 COMPUTING SERVICES

The contractor shall obtain computing services identified below, using the following procedures and contracts:

- (a) Outsourcing Desktop Initiative for NASA (ODIN) contract and successors
 - (1) Desktops, workstations, laptops, office automation software, printers, peripherals, PDAs, Blackberries, cell phones, pagers, and associated services (e.g., user accounts, e-mail, and directory services) needed to support contractor personnel will be Government-furnished through the Outsourcing Desktop Initiative for NASA (ODIN) contract and its successor in accordance with G.6.
 - (2) For any IT resources identified under paragraph (a)(1) above that the contractor desires to purchase outside of ODIN, the contractor shall submit a request for waiver through the Contracting Officer's Technical Representative to the KSC Chief Information Officer (CIO) for approval, in accordance with the established *KSC Mission Focus Review (MFR) Requirement for Using ODIN for IT Purchases* process.
- (b) Solutions for Enterprise-wide Procurement (SEWP) contracts and successors
 - (1) For items authorized to be purchased outside of ODIN, the contractor has the authority to purchase hardware and software under NASA's Solutions for Enterprise-Wide Procurement (SEWP) contracts. The SEWP catalog can be accessed on the World Wide Web at <http://www.sewp.nasa.gov>.
 - (2) The contractor shall purchase any required Maximo licenses, modules, and/or maintenance agreements via SEWP and shall be titled to the Government.
- (c) All restricted commercial computer software procured by the contractor pursuant to this clause shall be delivered to the Government with restricted rights as provided under FAR 52.227-19(c)(2).
- (d) The contractor shall not be restricted by this clause when purchasing other component parts (e.g., cable, connectors, hubs, switches, racks, servers) necessary to provide the services under this contract.

(End of clause)

H.22 ADMINISTRATIVE ASSET TRANSITION

The contractor agrees that the administrative telephone instruments and associated services provided under this contract are essential to the Government and shall be continued without interruption. The transition of these assets (e.g., hardware and software) from the incumbent to the successor contractor shall be accomplished in accordance with the following:

Transition of Assets – All existing assets shall remain installed and usable by the Government through the transition of assets. The assets will be provided on an “as is/where is” basis. These assets shall become the property of the Government.

Continuity of Services – All Administrative Telephone assets and services shall transition with no degradation to service

Asset Transition Value – Upon notification by the Government, at least 120 days before the end of the KICS contract, a Transition Value of the KICS administrative telephone assets on the date of transition will be calculated and provided to the Government (current expected value of \$35,000). These assets shall be purchased under this contract and the costs related to purchasing this administrative telephone equipment shall be borne by the contractor and reimbursed by the Government to the extent allowable in accordance with the terms of the contract relating to the reimbursement of costs. The Transition Value will be the net book value of the assets at the time of transition. Any costs to move the assets from their current locations or to modify their current configuration will not be included. All applicable remaining warranties shall be provided to the contractor. The Asset Transition Value will not include any Government-furnished or institutionally provided property or equipment.

(End of clause)

H.23 CONTRACTOR PROPOSED ENHANCEMENTS AND IMPLEMENTATION APPROACHES

- (a) The contractor shall provide the enhancements that are described in Attachment J-6.a. These enhancements, which are over and above the requirements required by the contract terms and conditions and the IMCS Performance Work Statement, were proposed by the contractor in the proposal submitted in response to the IMCS Request for Proposal. The incorporation of these enhancements does not relieve the contractor from the responsibilities of meeting all other contract terms and conditions and the IMCS Performance Work Statement. By incorporating these enhancements into this clause, the contractor agrees to fully implement each as stated with all of the implied attendant requirements.
- (b) The contractor shall also provide the capabilities and implementation features that are described in Attachment J-6.b. These capabilities or features were proposed by the contractor in the mission suitability proposal in response to the IMCS Request For Proposal. By incorporating these capabilities or features into this clause, the contractor agrees to fully implement each as stated with all of the implied attendant requirements. The incorporation of these capabilities or features shall not relieve the contractor from the

responsibility of meeting, or exceeding as applicable, all Contract Terms and Conditions and Performance Work Statement requirements.

(End of clause)

H.24 CONTRACT DATA

- (a) The contractor shall provide access to certain data related to contract performance to the Government and its customers. The contractor shall provide and maintain this access in an understandable form to any authorized individual who has access to the Government’s local area network. The contractor shall deliver, operate, and maintain any servers and any other hardware and software specifically and uniquely necessary to operate the information system and access its data. The contractor shall provide appropriate training, queries and user’s guides to all users. The system shall display relevant text, graphics and drawings of value to the Government, its customers and other Government contractors in accomplishing functions in support of KSC, the 45 SW, and their customers. As a minimum, the contractor shall deliver the types and kinds of data listed below.

Records, Reports and Indexes	Response Times
Planning Data	Workload Data
Schedules	Financial/cost Data
Databases (maintained on behalf of the Government)	Metric Data
Work Order Mgt Data	Data listing
Maintenance Data	Statistical Data
Inventories	Maintenance Agreements
Software License Data	

- (b) The contractor shall cooperate with the Government to establish an electronic data access process. Items to be addressed shall include: identifying specific data to be accessed, identifying the organizations/personnel having access, developing an understanding of how specific data can be used in gaining insight to contract performance, and developing queries and data formatting. Once established, the contractor shall maintain this information in an electronic format for the contract period, as extended, and shall update the information on a quarterly basis. Updates shall be distributed via electronic notification to approved users.

(End of clause)

H.25 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision FAR 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated November 13, 2007 are hereby incorporated by reference in this resulting contract.

(End of clause)

H.26 ASBESTOS-CONTAINING BUILDING MATERIALS

- (a) Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA-KSC facilities to the facility tenant organizations through the Environmental Health office.
- (b) Special requirements, coordination, and precautions will apply to any work taking place under contracts that involves disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR §1926.1101. The contractor shall coordinate any such work involving ACBM with Environmental Health, Fire Services, and any other resident Government or contractor organization whose employees may have access to the work location.

(End of clause)

H.27 CONFINED SPACE WORK REQUIREMENTS

- (a) Special requirements, coordination, and precautions will apply to any contract work taking place in confined spaces. Each contractor contracted to perform work in confined spaces is required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR §1910.146. For work in telecommunications manholes, provisions of 29 CFR §1910.268(o) are also applicable. The contractor shall coordinate any such work in confined spaces with Environmental Health, Fire Services, and any other resident Government or contractor organization whose employees may have access to the work location. The provision of Environmental Health services by the Government does not prohibit the contractor from providing their own atmospheric testing. Government provided services include environmental health monitoring and consultation support for testing of atmospheres in confined spaces as well as fire rescue and emergency medical services.

- (b) Entry into and work in confined spaces shall be in accordance with the requirements of KNPR 1820.4, *KSC Respiratory Protection Program*, KNPR 1840.19, *KSC Industrial Hygiene Program*, and all other applicable clauses of this contract.
- (c) Confined spaces, which contain water, shall be pumped out by the contractor prior to scheduling a confined space entry check.

(End of Clause)

H.28 ORGANIZATIONAL CONFLICTS OF INTEREST MITIGATION PLAN

During the Phase-in period and not later than 30 days prior to the contract effective date (October 1, 2008), the contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Mitigation Plan. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer, with advice from Center Legal Counsel, shall review the plan for completeness and identify to the contractor substantive weaknesses and omissions for necessary correction. Once the contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan as an attachment to the contract.

(End of clause)

H.29 EQUAL EMPLOYMENT OPPORTUNITY REPORTING

The contractor shall provide a copy of their annual Standard Form 100 (EEO-1) report filing to the Contracting Officer within seven days of submission to the Office of Federal Contract Compliance Programs. This report may be provided either electronically or in hard copy.

(End of clause)

H.30 SPECIAL CONTRACT REQUIREMENTS FOR DOD (CLINS 003 & 004)

The following clauses are DoD Requirements under CLINs 003, 004, and associated options only:

I. DELIVERY ORDER PROCEDURES FOR DOD REQUIREMENTS

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

- (b) The delivery order may contain, as a minimum, the following:
 - (1) Effective date of the order.
 - (2) Contract number and delivery order number.
 - (3) Functional description of the work identifying the objective or results desired from the delivery order, including special instructions or other information necessary for performance of the delivery.
 - (4) Maximum dollar amount authorized against applicable CLINs/Sub-CLINs.
 - (5) Delivery schedule, including start and end dates.
 - (6) Accounting and appropriation data.
- (c) Upon receipt of the delivery order from the Contracting Officer, the contractor will coordinate with the DoD customer technical representative.
- (d) The Contracting Officer may amend delivery orders in the same manner in which they were issued.
- (e) In the event of a conflict between the requirements of the delivery order and the contract, the contract shall prevail.

(End of clause)

II. AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS.

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and another form of identification to obtain a vehicle pass.

- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

III. CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS—ADDITIONAL REQUIREMENTS FOR DOD

This Special Contract Requirement supplements AFFARS clause 5352.242-9000, *Contractor Access to Air Force Installations*, by adding the following additional requirements:

- (a) Contractors must have an approved request letter (required by 5352.242-9000(b)) on file at Security Forces with employees name and the required data.
- (b) Subcontracts: The contractor shall include this Special Contract Requirement in subcontracts of any tier.
- (c) Unescorted Access to Installations:
 - (1) To request access to Patrick AFB, prior to their proposed business or contract requirements, all contractor personnel shall provide a current completed *45th Security Forces Pass & Registration Badging Request Form*.
 - (2) To request access to Cape Canaveral AFS, prior to their proposed business or contract requirements, all contractor personnel shall provide a current completed *CCAFS Badging Request Form*.
 - (3) Contractor personnel must complete and sign the applicable form cited above before the required background check (see d. and e. below) can be performed.
- (d) All personnel entering Patrick AFB and Cape Canaveral AFS must provide two forms of identification (one must be a photo ID) as required by AFI 10-245, and have a background check.
 - (1) For unescorted entry into non-restricted areas of the installations, personnel must obtain, from AF security personnel, favorable National Criminal Information Center

- (NCIC) check, and have complete social security employment verifications prior to being issued badges (to include temporary passes).
- (2) Prior to being issued restricted area badges for unescorted entry into restricted areas of the installations, U.S. citizens working as contractor employees must obtain a favorable National Agency Check (NAC).
 - (3) All required information shall be provided to support background checks, and citizenship verification (i.e., birth certificate, passport, voter registration card, resident alien card, or certificate of naturalization).
- (e) Escorted Access-Temporary Passes: Personnel may receive a temporary pass, Air Force Form 75, *Visitor and Vehicle Pass*, for no more than 30 total days in one 365 day period. This pass is issued without a criminal background check, but requires a Wants & Warrants check. Persons with temporary passes receive escorted access rights only; i. e., they must be escorted at all times by an escort official. Escorted personnel must be with their escort official (the escort official must be in plain view) at all times while on the installation.
- (f) Personnel Background Checks
- (1) The 45th Security Forces will conduct the background check at no cost to the applicant. Refusal to submit to the background check will result in denial of access. Applicants shall be denied installation access based on an arrest record including, but not limited to the following crimes:
 - (i) Murder
 - (ii) Manslaughter
 - (iii) Rape
 - (iv) Aggravated Assault
 - (v) Burglary
 - (vi) Arson
 - (vii) Other forms of Sexual Assaults (lewd, malicious acts to a child, etc.)
 - (viii) Any other felony
 - (ix) Outstanding warrants
 - (x) Misdemeanor convictions less than 5-years involving moral turpitude offenses (theft, worthless checks, etc.)
 - (xi) FBI Terrorist Watch List
 - (2) Individuals who do not meet the criteria for unescorted base access may still be granted escorted access on a case-by-case basis. The determination will be made based on the results of the background investigation, totality of the criminal record and the types of crime reported.
 - (3) Individuals may appeal denial of escorted/unescorted installation access through the Security Forces. It shall be the responsibility of the applicant who is denied access to submit supporting documents such as court, police or arrest records, evidence of

community involvement, letters of recommendation to the denial authority for reconsideration.

- (4) For the purposes of this policy, convictions are considered to include the following: Guilty verdicts or a Nolo Contendere plea, disposition of cases resulting in deferred adjudication or pretrial diversion and expunged offenses resulting in convictions of crimes enumerated in subparagraph (e)(1) above.
- (5) Contractors should allow 14 days for background checks to be finalized. The contractor should provide the required form (see c. above) for each of its personnel to the Government 14 days before the contract start date whenever possible. Background checks cannot be performed from only a list of names.
- (g) The Government will not be held responsible for contractual impacts or delays caused by the contractor's failure to take prompt action in providing the required information and documentation to obtain access to Patrick AFB and Cape Canaveral AFS.

(End of clause)

IV. DFARS 5352.228-9500 INSURANCE REQUIREMENTS (AFSPCFARS) NOV 2002

In accordance with the requirements of FAR 52.228-5, *Insurance Work on a Government Installation*, and FAR 52.228-7, *Insurance-Liability to Third Persons*, the specific types and amounts of insurance contemplated under this contract are set forth in FAR 28.307-2.

(End of clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 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>

DOD FAR Supplement (DFARS) clauses: <http://www.acq.osd.mil/dppap>

(a) Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEPT 2007	REPORTING SUBCONTRACT AWARDS

52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT INSERT “30 TH ” IN PARAGRAPH (A)(3)
52.216-18	OCT 1995	ORDERING INSERT "10/1/08" THROUGH “9/30/17" IN PARAGRAPH (A).
52.216-19	OCT 1995	ORDER LIMITATIONS INSERT 1 "\$1,000"; INSERT 2 "\$10,000,000"; INSERT 3 "\$25,000,000"; INSERT 4 "365"; INSERT 5 "3"
52.216-22	OCT 1995	INDEFINITE QUANTITY INSERT "9/30/17" IN PARAGRAPH (D).
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES INSERT “60 DAYS”
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT INSERT 1 “30 DAYS”; INSERT 2 “60 DAYS”; INSERT 3 “9 YEARS”
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS INSERT "ZERO" IN PARAGRAPH (A).
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	DEC 2004	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995) INSERT "NONE" IN PARAGRAPH (B).
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	JUN 2003	BUY AMERICAN ACT-SUPPLIES
52.225-3	NOV 2006	AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA – GENERAL (ALT 2 & 3)

52.227-15	MAY 1999	REPRESENTATION OF LIMITED RIGHTS AND RESTRICTED COMPUTER SOFTWARE
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA – SPECIAL WORKS
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
52.228-7	MAR 1996	INSURANCE – LIABILITY TO THIRD PERSONS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT (ALTERNATE I) (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION INSERT “NO LATER THEN 15 DAYS PRIOR TO SUBMISSION OF THE FIRST REQUEST FOR PAYMENT” IN PARAGRAPH (B)(1).
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM.
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED-PRICE

52.243-2	AUG 1987	CHANGES – COST-REIMBURSEMENT (ALTERNATE II) (APR 1984)
52.244-2	JUNE 2007	SUBCONTRACTS INSERT 1 “NONE”; INSERT 2 “ANY FIRST-TIER SUBCONTRACTOR EVALUATED DURING SOURCE SELECTION”
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-9	JUN 2007	USE AND CHARGES
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

(b) NASA Federal Acquisition Regulation Supplement (48 CFR Chapter 18) clauses:

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	MAY 2007	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES INSERT “REFERENCE DRD-MS-21”
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.227-14	JUN 1987	RIGHTS IN DATA – GENERAL
1852.227-17	JUN 1987	RIGHTS IN DATA – SPECIAL WORKS
1852.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE

1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVALUATION
1852.243-71	MAR 1997	SHARED SAVINGS

- (c) DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clauses (CLINs 003 & 004 Only):

CLAUSE NUMBER	DATE	TITLE
252.203-7001	DEC 2004	PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
252.207-7000	DEC 1991	DISCLOSURE OF INFORMATION
252.204-7003	APR 1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
252.204-7004	NOV 2003	REQUIRED CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A)
252.204-7006	OCT 2005	BILLING INSTRUCTIONS
252.209-7004	DEC 2006	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
252-215-7000	DEC 1991	PRICING ADJUSTMENTS
252.223-7006	APR 1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
252.225-7012	JAN 2007	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7031	JUN 2005	SECONDARY ARAB BOYCOTT OF ISRAL
252.227-7000	OCT 1966	NON-ESTOPPEL
252.227-7013	NOV 1995	RIGHT IN TECHNICAL DATA – NONCOMMERCIAL ITEMS
252.227-7016	JUN 1995	RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7028	JUN 1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
252.227-7037	SEP 1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.231-7000	DEC 1991	SUPPLEMENTAL COST PRINCIPLES
252.235-7003	DEC 1991	FREQUENCY AUTHORIZATION
252.251-7000	NOV 2004	ORDERING FROM GOVERNMENT SUPPLY SOURCES
5352.223-9000	APR 2003	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(End of clause)

**I.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION (JUNE 2007)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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

- (a) Definition. As used in this clause:

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the *Railway Labor Act*, as amended (45 U.S.C. 151-188)).

Notice to Employees:

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to

pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

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

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

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

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

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

(End of clause)

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

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

*This Statement is for Information Only:
It is not a Wage Determination*

(a)

Employee Class	Monetary Wage-Fringe Benefits
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(Reference Attachment J-11)

(End of clause)

I.5 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of facility clearance equal to the highest classification stated on the Contract Security Classification Specification. See FAR clause 52.204-2 in this contract and DD Form 254, *Contract Security Classification Specification*, Attachment J-10.

(End of clause)

I.6 NFS 1852.215-84 OMBUDSMAN (JUN 2000)

- (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,

Mr. James E. Hattaway
Kennedy Space Center
Code: AA-B
Kennedy Space Center, FL 32899
Voice: (321) 867-7246
Fax: (321) 867-7787
Email: James.E.Hattaway@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 202-358-0422, facsimile 202-358-3083, e-mail sthomp1@hq.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)

I.7 NFS 1852.237-71 PENSION PORTABILITY (JAN 1997)

- (a) In order for pension costs attributable to employees assigned to this contract to be allowable costs under this contract, the plans covering such employees must:
- (1) Comply with all applicable Government laws and regulations;
 - (2) Be a defined contribution plan or a multiparty defined benefit plan operated under a collective bargaining agreement. In either case, the plan must be portable, i.e., the plan follows the employee, not the employer;
 - (3) Provide for 100 percent employee vesting at the earlier of one year of continuous employee service or contract termination; and
 - (4) Not be modified, terminated, or a new plan adopted without the prior written approval of the cognizant NASA Contracting Officer.
- (b) The contractor shall include paragraph (a) of this clause in subcontracts for continuing services under a service contract if:
- (1) The prime contract requires pension portability;
 - (2) The subcontracted labor dollars (excluding any burdens or profit/fee) exceed \$2,500,000 and ten percent of the total prime contract labor dollars (excluding any burdens or profit/fee); and
 - (3) Either of the following conditions exists:
 - (i) There is a continuing need for the same or similar subcontract services for a minimum of five years (inclusive of options), and if the subcontractor changes, a high percentage of the predecessor subcontractor's employees are expected to remain with the program; or
 - (ii) The employees under a predecessor subcontract were covered by a portable pension plan, a follow-on subcontract or a subcontract consolidating existing services is awarded, and the total subcontract period covered by the plan covers a minimum of five years (including both the predecessor and successor subcontracts).

(End of clause)

**I.8 DRUG AND ALCOHOL FREE WORKFORCE (1852.223-74) (MAR 1996)
(DEVIATION)**

- (a) Definitions. As used in this clause the terms "employee," "controlled substance," "employee in a sensitive position," and "use, in violation of applicable law or Federal regulation, of alcohol" are as defined in 48 CFR 1823.570-2.
- (b) (1) The contractor shall institute and maintain a program for achieving a drug-and alcohol-free workforce. As a minimum, the program shall provide for pre-employment, reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of contractor employees in sensitive positions for use, in violation of applicable law or Federal regulation, of alcohol or a controlled substance. The contractor may establish its testing or rehabilitation program in cooperation with other contractors or organizations.
- (2) In determining which positions to designate as "sensitive," the contractor will use the NASA Procedural Requirements (NPR) 3792.1B (July 29, 2006), Appendices A and B on "Testing Designated Positions" (TDPs) for federal employees, as a guide for the criteria and in designating "sensitive" positions for contractor employees.
- (3) This clause neither prohibits nor requires the contractor to test employees in a foreign country. If the contractor chooses to conduct such testing, this clause does not authorize the contractor to violate foreign law in conducting such testing.
- (4) The contractor's program shall test for the use of phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. The Contractor's program may test for the use of other controlled substances. For example, the contractor may adopt and implement a more expansive drug- and alcohol-free workplace policy and testing program permitted under federal or state law (*e.g.*, Florida Statutes §§ 440.101 *et seq.*) or other authority.
- (5) The contractor shall employ post-accident testing for all employees in sensitive positions performing work on a NASA facility for phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. Post-accident testing shall be conducted when the contractor determines the employee's actions are reasonably suspected of having caused or contributed to an accident resulting in death or personal injury requiring immediate hospitalization or damage to Government or private property estimated to exceed \$10,000.
- (6) The contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug Testing Programs," in which references to "DOT" shall be read as "NASA", and the split sample method of collection shall be used.

- (c) (1) The contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.
- (2) The contractor's program shall further prohibit any such individual from working in a sensitive position on a NASA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.
- (3) The contractor's program shall further prohibit any such individual from working in any sensitive position on a NASA contract if the individual is determined under the contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:
 - (i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;
 - (ii) Following such determination, the individual refuses to undertake such a rehabilitation program;
 - (iii) Following such determination, the individual fails to complete such a rehabilitation program; or
 - (iv) The individual used a controlled substance or alcohol while on duty.
- (d) The contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, or National security functions who are in need of assistance in resolving problems with the use of alcohol or controlled substances.
- (e) The requirements of this clause shall take precedence over any state or local Government laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.
- (f) For any collective bargaining agreement, the contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the contractor will unilaterally implement the requirements of this clause.

- (g) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).

(End of clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

CONTRACT ATTACHMENTS	TITLE	NUMBER OF PAGES
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2	Abbreviations and Acronyms	14
3	Definitions	14
4	Applicable Policies and Procedures	14
5	Performance Standards, Expectations, and Metrics	11
6	Workload Indicators	3
7	Applications List	38
8	Current System Descriptions	55
9	System Demarcation Points	1
10	IT Security Implementation Guide	8
11	Government-Furnished Property (GFP)	566
12	System and Service Location Matrix	23
13	In-Family and Out-of-Family	7
14	Work Breakdown Structure (WBS)	8
Additional Contract Attachments		
J-2.a	CLIN 002 (a, b, c, & d) Indefinite Delivery/Indefinite Quantity (ID/IQ) Labor Rates *	2*
J-2.b	CLIN 002 (a, b, c, & d) Indefinite Delivery/Indefinite Quantity (ID/IQ) - Task Orders Issued	2
J-3	CLIN 003 (a, b, c, & d) Delivery Order Requirements for Catalog of Products and Services for DoD Range Communications *	2*
J-4	CLIN 004 (a, b, c, & d) Delivery Order Requirements for Catalog of Products and Services for DoD Multimedia Support (FFP ID/IQ) *	4*
J-5	Award Fee Evaluation Plan	5
J-6.a	Contractor Proposed Enhancements **	**
J-6.b	Contractor Proposed Capabilities and Implementations Features ***	***
J-7	Wage Determination (as of 1/30/08)	12
J-8	Work for Others Procedures ***	***
J-9	Personal Identity Verification Procedures	4
J-10	DD 254 Contract Security Classification Specifications	2
J-11	Statement of Equivalent Rates for Federal Hires	5
J-12	Portable Pension Plan	*

* To be completed by the offeror as part of the Model Contract
 ** To be completed by the offeror and may be captured by the Government
 *** To be negotiated prior to contract award