

B.4 SPECIAL COST REQUIREMENTS

The Contractor will be reimbursed for all allowable, allocable, and reasonable expenditures incurred in the performance of work under B.1, "Supplies or Services" 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, reference Table B.4-1. If during the course of any particular year should a significant disparity arise between the approved provisional billing rates and the actual rates, the contractor shall 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 incurred in past years in excess of the indirect ceiling rates specified in Table B.4-2.

GFY	Fringe Rate	Overhead Rate	G&A Rate
2009	TBP%	TBP%	TBP%
2010	TBP%	TBP%	TBP%
2011	TBP%	TBP%	TBP%
2012	TBP%	TBP%	TBP%
2013	TBP%	TBP%	TBP%
2014	TBP%	TBP%	TBP%
2015	TBP%	TBP%	TBP%

B. INDIRECT CEILING RATES

1. Notwithstanding the terms of the FAR clause 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.4-2.
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 ceiling rates 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 either in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, 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, in Table B.4-2, shall be expressly unallowable:

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TABLE B.4-2 INDIRECT CEILING RATES			
GFY	Fringe Ceiling Rate*	Overhead Ceiling Rate*	G&A Ceiling Rate*
2009	% *	% *	% *
2010	% *	% *	% *
2011	% *	% *	% *
2012	% *	% *	% *
2013	% *	% *	% *
2014	% *	% *	% *
2015	% *	% *	% *

Deleted: B. INDIRECT CEILING RATES¶

1. Notwithstanding the terms of the FAR clause 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.4-2.¶

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 Government will consider an equitable adjustment to the rate ceilings identified below when such is caused by events such as acts of God or of the public enemy, acts of the Government either in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or changes in Federal, State, or Local laws.¶

<#>The Contractor shall not be reimbursed for costs in excess of the Fringe, Overhead (O/H), and General and Administrative (G&A) (per Government fiscal year) shown below in Table B.4-2.¶

The basis of application for the provisional indirect rates specified in paragraph A and indirect ceiling rates specified in paragraph B of this clause are as follows:

Fringe Rate: _____ *
 Overhead Rate: _____ *
 G&A Rate: _____ *

* To be proposed.

C. RECALCULATION OF OVERTIME RATE

If bonuses are paid to hourly employees, the Contractor is required under 29 CFR§778.208 of the Fair Labor Standards Act to recalculate base rates for purposes of determining overtime pay for the period covered by the bonus payment. This will result in an additional one time, retroactive payment for overtime worked during the period. Such retroactive payments are considered expressly unallowable under this contract.

D. 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 must 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 costs under this contract.

E. 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, NAS10-99001

and NAS10-02001, 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 accrued sick leave shall be considered expressly unallowable costs under this contract.

F. 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 as 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.

G. 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. Relocation costs shall only apply to key personnel. The contractor shall not be entitled to reimbursement under this contract for cost of relocating employees to any other gaining contractor activity or site that is not associated with this contract. In no event shall the reimbursement for relocation costs exceed \$100,000 per fiscal year.

H. COSTS NOT SUBJECT TO FEE

The Contractor shall not apply fee to the following items: equipment, plant equipment, special tooling, special test equipment, office supplies, materials and supplies (including materials and supplies procured through subcontracts), interdivisional transfers (material only), relocation costs, leases, software licenses, IT equipment, travel, training, and NASA office supplies.

I. 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 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, as determined by the Contracting Officer, 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)

[END OF SECTION]

Title	Office Code	Address
New Technology Representative	KT	John F. Kennedy Space Center, NASA Attn: Technology Transfer Officer KT Kennedy Space Center, FL 32899
Patent Representative	CC-A	John F. Kennedy Space Center, NASA Attn: Randall Heald Patent Counsel CC-A Kennedy Space Center, FL 32899

Deleted: 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 at these addresses:
<http://www.arnet.gov/far>
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>
A. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:
CLAUSE NUMBER ... [1]

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(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 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEPTEMBER 2007)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract, without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall:

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used; and
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers.
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit.
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the Government Property clause at 52.245-1.

(End of clause)

**G.6 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(DEVIATION) (SEPTEMBER 2007)**

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

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

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

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

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause 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:

Deleted: <#>Contractor shall comply with NPR 4200.1 and NPR 4300, and;¶
<#> Ensure reasonable precautions are in place to safeguard the property from theft or loss (secure facilities and work areas, assign property to specific personnel who remain cognizant of its condition, etc.);¶
<#>Report any loss or theft of the property;¶
<#>Contractor shall maintain NASA property records, maintain inventory, and maintain property.¶
¶

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

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 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.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall assume accountability and financial reporting

responsibility for such property. 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 if checked.

X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

X (2) Office furniture.

X (3) Property listed in Section J, Attachment J-6.

(ii) 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.

(iii) 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.

X (4) Supplies from stores stock.

X (5) Publications and blank forms stocked by the installation.

X (6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: None

X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X (9) Cafeteria privileges for Contractor employees during normal operating hours.

X (10) Building maintenance for facilities occupied by Contractor personnel.

X (11) 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.

(End of clause)

G.7 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (DEVIATION) (SEPTEMBER 2007)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract

administration has been delegated to DOD) to the following address: N/A, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

G.8 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEPTEMBER 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:

MESC Contracting Officer, Mailstop OP-OS

(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.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEPTEMBER 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
Cynthia.R.Jarvis@nasa.gov

(End of clause)

G.10 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (DEVIATION) (SEPTEMBER 2007)

- (a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-6 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 Kennedy Space Center, Cape Canaveral Air Force Station and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, Government Property the Contractor is accountable for the identified property.

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<u>Item Description</u>	<u>Acquisition Date</u>	<u>Acquisition Cost</u>	<u>Quantity</u>	<u>If equipment</u>		
				<u>Manufacturer</u>	<u>Model</u>	<u>Serial Number</u>
<u>Reference Section J, Attachment J-6</u>						

(b) For performance of work under this contract, and in accordance with FAR 52.245-2, Government Property Installation Operation Services the Government will make available Government property identified below or in Attachment J-14 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Kennedy Space Center, Cape Canaveral Air Force and at other location(s) as may be approved by the Contracting Officer.

(End of clause)

G.11 NFS 1852.245-77 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (DEVIATION) (SEPTEMBER 2007)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-14 of this contract on a no-charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services. The Contractor shall use this property in the performance of this contract at Kennedy Space Center, Cape Canaveral Air Force and at other location(s) as may be approved by the Contracting Officer.

<u>Item Description</u>	<u>Acquisition Date</u>	<u>Acquisition Cost</u>	<u>Quantity</u>	<u>If equipment</u>		
				<u>Manufacturer</u>	<u>Model</u>	<u>Serial Number</u>
<u>Reference Section J, Attachment J-14</u>						

(End of clause)

G.12 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (DEVIATION) (SEPTEMBER 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. 13 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) **(SEPTEMBER 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

[Insert any additional Center occupancy requirements here]

(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.14 FUNDING FOR USAF REQUIREMENTS

- A. The USAF is an authorized Direct Funding Activity under this contract. The USAF will issue separate unilateral Funding Orders to incrementally fund the USAF requirements.
- B. The Funding Order will contain at a minimum:
 - 1. Contract number and Funding Order number
 - 2. Effective date of the order
 - 3. Break-out amounts by current funded, and cumulative funded total estimated cost and award fee by applicable Sub-CLIN
 - 4. Accounting and appropriations data
- C. The Contractor shall provide acknowledgement of receipt to the USAF Contracting Officer and NASA Contracting Officer within two working days after receipt of the Funding Order.
- D. The USAF Contracting Officer may modify Funding Orders unilaterally to increase funding on the Funding Order, but funding decreases will be done via bilateral modification.

(End of clause)

G.15 TOTAL AVAILABLE AWARD FEE SCHEDULE

The amount of award fee earned shall be determined in accordance with Section J, Attachment J-10, Award Fee Evaluation Plan, and G.2, 1852.216-76 Award Fee for Service Contracts. The following tables specify the award fee available and award fee earned. For purposes of NASA and the USAF funding the award fee pool, the Total Available Award Fee Pool shall be initially split 84% NASA and 16% USAF and adjusted annually. NASA will make monthly provisional award fee payments, and a final earned award fee payment in accordance with paragraphs G.2 and G.3. The USAF will make award fee payments following the final award fee determination in accordance with G.16 and G.18.

TABLE G.15-1A AVAILABLE AND EARNED FEE FOR NASA REQUIREMENTS

<u>Evaluation Period</u>	<u>CLINs</u>	<u>Available Fee</u>	<u>Earned Fee</u>	<u>Score</u>	<u>Rating</u>
Base Period of Performance from 10/1/2008 to 9/30/2013					
<u>10/01/2008 - 09/30/2009</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2009 - 09/30/2010</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2010 - 09/30/2011</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2011 - 09/30/2012</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2012 - 09/30/2013</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
First Option Period of Performance from 10/1/2013 to 9/30/2014					
<u>10/01/2013 - 09/30/2014</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
Second Option Period of Performance from 10/1/2014 to 9/30/2015					
<u>10/01/2014 - 09/30/2015</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
	Total	\$	\$		

TABLE G.15-1B AVAILABLE AND EARNED FEE FOR USAF REQUIREMENTS

<u>Evaluation Period</u>	<u>CLINs</u>	<u>Available Fee</u>	<u>Earned Fee</u>	<u>Score</u>	<u>Rating</u>
<u>Base Period of Performance from 10/1/2008 to 9/30/2013</u>					
<u>10/01/2008 - 09/30/2009</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2009 - 09/30/2010</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2010 - 09/30/2011</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2011 - 09/30/2012</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>10/01/2012 - 09/30/2013</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>First Option Period of Performance from 10/1/2013 to 9/30/2014</u>					
<u>10/01/2013 - 09/30/2014</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Second Option Period of Performance from 10/1/2014 to 9/30/2015</u>					
<u>10/01/2014 - 09/30/2015</u>	<u>TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Total</u>		<u>\$</u>	<u>\$</u>		

(End of clause)

G.16 USAF AWARD FEE PAYMENTS

The Contractor shall invoice the USAF directly for earned award fee on an annual basis following the final award fee determination after each award fee period.

(End of clause)

G.17 NASA-USAF COST ALLOCATION INVOICING INSTRUCTIONS

A. The Contractor shall invoice both the NASA and USAF separately for actual costs incurred under PWS Section 1.0 as follows:

1. All invoicing shall be in accordance with paragraph G.3, NFS 1852.216-87 Submission of Vouchers for Payment for NASA, and paragraph G.18, DFARS 252.232-7003 Electronic Submission of Payment Requests For USAF.
2. Indirect costs for PWS 1.0 - the contractor shall separately apportion and invoice NASA and USAF for the indirect costs of performing the work under this section in accordance with the cost share ratios identified in Table G.17-1 below.
3. Direct costs and associated indirect costs, attributable to NASA and the USAF shall be invoiced by citing the appropriate CLIN as identified in B.2, Scope of Work and Contract Value.

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4. Routine direct and indirect costs reporting requirements are outlined in DRD 1.5-007, Report, Direct and Indirect Rates.
5. All indirect costs shall be fully allocated each month to the appropriate CLIN's on the share ratios identified in Table G.17-1 below.

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TABLE G.17-1 -- NASA-USAF COST SHARE RATIOS FOR PWS SECTION 1.0		
NASA-KSC BASE PERIOD OF PERFORMANCE FROM 10/1/2008 TO 09/30/2013		
<u>CLIN</u>	<u>TYPE</u>	<u>COST SHARE RATIOS*</u>
<u>.001</u>	<u>Base Period - First Year</u>	<u>TBD</u>
<u>.001</u>	<u>Base Period - Second Year</u>	<u>TBD</u>
<u>.001</u>	<u>Base Period - Third Year</u>	<u>TBD</u>
<u>.001</u>	<u>Base Period - Fourth Year</u>	<u>TBD</u>
<u>.001</u>	<u>Base Period - Fifth Year</u>	<u>TBD</u>
NASA-KSC FIRST OPTION PERIOD OF PERFORMANCE FROM 10/1/2013 TO 09/30/2014		
<u>.003</u>	<u>First Option Period</u>	<u>TBD</u>
NASA-KSC SECOND OPTION PERIOD OF PERFORMANCE FROM 10/1/2014 TO 09/30/2015		
<u>.005</u>	<u>Second Option Period</u>	<u>TBD</u>
USAF BASE PERIOD OF PERFORMANCE FROM 10/1/2008 TO 09/30/2013		
<u>.007</u>	<u>Base Period - First Year</u>	<u>TBD</u>
<u>.007</u>	<u>Base Period - Second Year</u>	<u>TBD</u>
<u>.007</u>	<u>Base Period - Third Year</u>	<u>TBD</u>
<u>.007</u>	<u>Base Period - Fourth Year</u>	<u>TBD</u>
<u>.007</u>	<u>Base Period - Fifth Year</u>	<u>TBD</u>
USAF FIRST OPTION PERIOD OF PERFORMANCE FROM 10/1/2013 TO 09/30/2014		
<u>.008</u>	<u>USAF Option 1 - CPAF</u>	<u>TBD</u>
USAF SECOND OPTION PERIOD OF PERFORMACE FROM 10/1/2014 TO 09/30/2015		
<u>.009</u>	<u>USAF Option 2 - CPAF</u>	<u>TBD</u>

* To be negotiated prior to award.

6. On a semi-annual basis, the Contractor shall perform reconciliation for each CLIN to ensure that the sum of direct, indirect, and shared cost dollars equals the total actual costs. All adjustments resulting from the periodic reconciliations shall be made to the appropriate CLINs and shall be reflected separately in costs reported and be identified on the invoices so that the adjustments are clearly shown.

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B. In accordance with FAR 52.216-7 Allowable Cost and Payment (Dec 2002) (a) Invoicing, the Contractor shall submit separate invoices for NASA and the USAF on a monthly basis. NASA invoices shall be submitted in accordance with paragraph G.3, Submission of Vouchers for Payment. USAF invoices shall be submitted in accordance with G.18, DFARS 252.232-7003 Electronic Submission of Payment Requests.

C. In accordance with FAR 52.232-22, Limitation of Funds (Apr 1984) (b), notification that 80% of funded costs have been expended shall be reported at the CLIN (NASA/USAF) level.

(End of clause)

G.18 DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS FOR USAF

Note: These billing instructions apply only to the USAF Sub-CLINs as identified in B.1, Supplies or Services.

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. The Contractor shall submit payment requests using Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

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 payment requests.

(End of clause)

END OF SECTION

Deleted: G.5 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY ¶

¶
(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract, without the Contracting Officer’s written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. ¶

¶
(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor’s request shall: ¶

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used; and ¶
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers. ¶
- (iv) Combine requests for quantity ... [2]

Deleted: * To be negotiated prior to award.¶

¶
<#>On a semi-annual basis, the Contractor shall perform reconciliation for each CLIN to ensure that the sum of direct, indirect, and shared cost dollars equals the total actual costs. All adjustments resulting from the periodic reconciliations shall be made to the appropriate CLINs and shall be reflected separately in costs reported and be identified on the invoices so that the adjustments are clearly shown.¶

¶
B. In accordance with FAR 52.216-7 Allowable Cost and Payment (Dec 2002) (a) Invoicing, the Contractor shall submit separate invoices for NASA and the USAF on a monthly basis. NASA invoices shall be submitted in accordance with paragraph G.3, Submission of Vouchers for Payment. USAF invoices shall be submitted in accordance with G.18, DFARS 252.232-7003 Electronic Submission of Payment Requests. ¶

¶
C. In accordance with FAR 52.232-22, Limitation of Funds (Apr 1984) (b), notification that 80% of funded costs have been expended shall be reported at the CLIN (NASA/USAF) level. ¶
(End of clause)¶

G.17 DFARS 252.232-7003 ELECTRONIC SUBMISSION ¶ ... [3]

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- F. GFP Inventory: The Contractor shall maintain GFP inventory for both sensitive items and capital equipment over \$5,000 (Reference NPR 4200.1F, NASA Equipment Management Procedural Requirements) using the NASA Equipment Management System (NEMS) database.

(End of clause)

H.11 CAPITALIZATION OF CONTRACTOR OWNED EQUIPMENT

- A. Introduction. The Contractor shall purchase new capital equipment and replace existing Government Furnished Property of a capital nature listed in Attachment J-14, as Contractor Property for the purpose of performing the work described in the PWS. The capital equipment shall be capitalized and depreciated in accordance with Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Board (FASB) practices and procedures. A listing of all capital equipment purchased, its original purchase cost, depreciation method, useful life, current Net Book Value, and end of contract Net Book Value shall be reported in DRD 1.3.3-001, Report, Replacement of Government Furnished Property.
- B. Contractor Records. The contractor shall maintain complete records of capital equipment that is subject to this clause, including date of purchase, estimated service life, purchase price, depreciation base, method and schedule, and amount of depreciation recorded to date. Records related to Contractor capitalized property shall be made available to the Contracting Officer within 5 work days of the request.
- C. Right to Purchase. If upon expiration or termination of this contract the Government does not thereafter contract with the contractor for the performance of the same, or substantially the same services contemplated by this contract, the contractor shall, upon request by the successor contractor(s), transfer title to any prime contractor dedicated equipment identified in the records referenced above, to the successor contractor(s) at net book value, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the contractor and successor contractors.

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(End of clause)

H.12 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 Officer may only issue or modify Funding Orders in accordance with **G.14**, Funding for USAF Requirements.

(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.

H.27 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, BlackBerrys®, 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. Formatted: Indent: Left: -1.5 pt, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 18 pt + Tab after: 36 pt + Indent at: 36 pt, Tabs: Not at 36 pt
 - (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. Formatted: Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 36 pt + Tab after: 54 pt + Indent at: 54 pt, Tabs: 54 pt, Left
- (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> Formatted: Indent: Left: -1.5 pt, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 18 pt + Tab after: 36 pt + Indent at: 36 pt, Tabs: Not at 36 pt
 - (2) The contractor shall purchase any **additional** required Maximo® licenses, modules, and/or maintenance agreements via SEWP and shall be titled to the Government. Formatted: Font color: Red
- (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). Formatted: Indent: Left: -1.5 pt, Hanging: 29 pt, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 18 pt + Tab after: 36 pt + Indent at: 36 pt, Tabs: Not at 36 pt

(End of clause)

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within 30 days; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) 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 to 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 seven (7) years.

(End of clause)

I.5 FAR 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.6 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.

Employee Class Monetary

Wage—Fringe Benefits

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 at these addresses:

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

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

A. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

CLAUSE NUMBER	DATE	TITLE
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-73	OCT 2003	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS

B. THE FOLLOWING DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES APPLY TO THE USAF WORK UNDER THIS CONTRACT:

CLAUSE NUMBER	DATE	TITLE
252.246-7000	MAR 003	MATERIAL INSPECTION AND RECEIVING REPORT

(End of clause)

G.2 NFS 1852.216-76 AWARD FEE FOR SERVICES CONTRACTS (JUNE 2000)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning twelve (12) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every twelve (12) 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 Section J, Attachment J-10 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 Accounts Payable Section, Code GG-B-C2, will make payment based on issuance of a 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 B.1. 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 60 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
(MARCH 1998)**

Note: These billing instructions apply only to the NASA CLINs as identified in paragraph B.2, Scope of Work and Contract Value.

(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:

John F. Kennedy Space Center, NASA
Accounting Control and Reporting Branch
GG-B-C2
Kennedy Space Center, FL 32899

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

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

(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:

John F. Kennedy Space Center, NASA
Accounting Control and Reporting Branch
GG-B-C2
Kennedy Space Center, FL 32899

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

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

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

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

John F. Kennedy Space Center, NASA
Attn: Contracting Officer, 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.

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.

The contractor shall identify on each invoice any monthly and cumulative deviations from reported costs through the same period.

(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:

G.5 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract, without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall:

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used; and
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers.
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit.
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

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(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the Government Property clause at 52.245-1.

(End of clause)

G.6 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY

(a) The Government property described in paragraph (c) of this clause shall 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. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following additional responsibilities associated with property use:

Contractor shall comply with NPR 4200.1 and NPR 4300, and;

Ensure reasonable precautions are in place to safeguard the property from theft or loss (secure facilities and work areas, assign property to specific personnel who remain cognizant of its condition, etc.);

Report any loss or theft of the property;

Contractor shall maintain NASA property records, maintain inventory, and maintain property.

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's purchase order shall require the vendor to deliver the property to the installation central receiving area.
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
- (iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 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.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. 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.

(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) In accordance with paragraph (a) of this clause, the Contractor is authorized use of the types of property and services checked below, to the extent they are available, in the performance of this contract within the physical borders of the installation. Such borders may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

X (2) General and special-purpose equipment, including office furniture.

- (i) Equipment to be made available is listed in Section J, Attachment J-12. The Government retains accountability in accordance with paragraph (b) of this clause, regardless of its authorized location.
- (ii) 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 in accordance with paragraph (b) of this clause.

(iii) 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.

(3) Supplies from stores stock.

(4) Publications and blank forms stocked by the installation.

(5) Safety and fire protection for Contractor personnel and facilities.

(6) Installation service facilities: None

(7) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(8) Cafeteria privileges for Contractor employees during normal operating hours.

(9) Building maintenance for facilities occupied by Contractor personnel.

(10) 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.

(End of clause)

G.7 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (OCTOBER 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: N/A, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost

estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

G.8 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT

(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 location listed below:

MESC Contracting Officer, Mailstop OP-OS

(f) The contractor shall include the substance of this clause, including paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

G.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES

(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
Cynthia.R.Jarvis@nasa.gov

(End of clause)

G.10 NFS 1852.245-76 LIST OF GOVERNMENT-FURNISHED PROPERTY

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-6 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this

contract at Kennedy Space Center, Cape Canaveral Air Force Station and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, Government Property the Contractor is accountable for the identified property.

(b) For performance of work under this contract, and in accordance with FAR 52.245-2, Government Property Installation Operation Services the Government will make available Government property identified below or in Attachment J-14 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Kennedy Space Center, Cape Canaveral Air Force and at other location(s) as may be approved by the Contracting Officer.

Item	Quantity	Acquisition Cost	Date to be Furnished to the Contractor
Reference Section J, Attachment J-14			

(End of clause)

G.11 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY

(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 property items with a unit 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, 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.

- (1) The Contractor may request a waiver from this separation of duties requirement from the NASA Industrial Property Officer, when --
 - (i) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader;
 - (ii) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory;
 - (iii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data; and,
- (2) The Contractor may request a waiver from this separation of duties requirement from the NASA Industrial Property Officer, when --
 - (i) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,
 - (ii) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and,
 - (iii) 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.12 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52,245-1) 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.13 FUNDING FOR USAF REQUIREMENTS

The USAF is an authorized Direct Funding Activity under this contract. The USAF will issue separate unilateral Funding Orders to incrementally fund the USAF requirements.

The Funding Order will contain at a minimum:

Contract number and Funding Order number

Effective date of the order

Break-out amounts by current funded, and cumulative funded total estimated cost and award fee by applicable Sub-CLIN

Accounting and appropriations data

The Contractor shall provide acknowledgement of receipt to the USAF Contracting Officer and NASA Contracting Officer within two working days after receipt of the Funding Order.

The USAF Contracting Officer may modify Funding Orders unilaterally to increase funding on the Funding Order, but funding decreases will be done via bilateral modification.

(End of clause)

G.14 TOTAL AVAILABLE AWARD FEE SCHEDULE

The amount of award fee earned shall be determined in accordance with Section J, Attachment J-10, Award Fee Evaluation Plan, and G.2, 1852.216-76 Award Fee for Service Contracts. The following tables specify the award fee available and award fee earned. For purposes of NASA and the USAF funding the award fee pool, the Total Available Award Fee Pool shall be initially split 84% NASA and 16% USAF and adjusted annually. NASA will make monthly provisional award fee payments, and a final earned award fee payment in accordance with paragraphs G.2 and G.3. The USAF will make award fee payments following the final award fee determination in accordance with G.15 and G.17.

TABLE G.14-1A AVAILABLE AND EARNED FEE FOR NASA REQUIREMENTS					
Evaluation Period	CLINs	Available Fee	Earned Fee	Score	Rating
Base Period of Performance from 10/1/2008 to 9/30/2013					
10/01/2008 - 09/30/2009	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2009 - 09/30/2010	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2010 - 09/30/2011	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2011 - 09/30/2012	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2012 - 09/30/2013	TBD	\$TBD	\$TBD	TBD	TBD
First Option Period of Performance from 10/1/2013 to 9/30/2014					
10/01/2013 - 09/30/2014	TBD	\$TBD	\$TBD	TBD	TBD

Second Option Period of Performance from 10/1/2014 to 9/30/2015					
10/01/2014 - 09/30/2015	TBD	\$TBD	\$TBD	TBD	TBD
Total		\$	\$		

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TABLE G.14-1B AVAILABLE AND EARNED FEE FOR USAF REQUIREMENTS					
Evaluation Period	CLINs	Available Fee	Earned Fee	Score	Rating
Base Period of Performance from 10/1/2008 to 9/30/2013					
10/01/2008 - 09/30/2009	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2009 - 09/30/2010	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2010 - 09/30/2011	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2011 - 09/30/2012	TBD	\$TBD	\$TBD	TBD	TBD
10/01/2012 - 09/30/2013	TBD	\$TBD	\$TBD	TBD	TBD
First Option Period of Performance from 10/1/2013 to 9/30/2014					
10/01/2013 - 09/30/2014	TBD	\$TBD	\$TBD	TBD	TBD
Second Option Period of Performance from 10/1/2014 to 9/30/2015					
10/01/2014 - 09/30/2015	TBD	\$TBD	\$TBD	TBD	TBD
Total		\$	\$		

(End of clause)

G.15 USAF AWARD FEE PAYMENTS

The Contractor shall invoice the USAF directly for earned award fee on an annual basis following the final award fee determination after each award fee period.

(End of clause)

G.16 NASA-USAF COST ALLOCATION INVOICING INSTRUCTIONS

The Contractor shall invoice both the NASA and USAF separately for actual costs incurred under PWS Section 1.0 as follows:

All invoicing shall be in accordance with paragraph G.3, NFS 1852.216-87 Submission of Vouchers for Payment for NASA, and paragraph G.18, DFARS 252.232-7003 Electronic Submission of Payment Requests For USAF.

Indirect costs for PWS 1.0 - the contractor shall separately apportion and invoice NASA and USAF for the indirect costs of performing the work under this section in accordance with the cost share ratios identified in Table G.16-1 below.

Direct costs and associated indirect costs, attributable to NASA and the USAF shall be invoiced by citing the appropriate CLIN as identified in B.2, Scope of Work and Contract Value.

Routine direct and indirect costs reporting requirements are outlined in DRD 1.5-007, Report, Direct and Indirect Rates.

All indirect costs shall be fully allocated each month to the appropriate CLIN's on the share ratios identified in Table G.16-1 below.

TABLE G.16-1 -- NASA-USAF COST SHARE RATIOS FOR PWS SECTION 1.0		
NASA-KSC BASE PERIOD OF PERFORMANCE FROM 10/1/2008 TO 09/30/2013		
CLIN	TYPE	COST SHARE RATIOS*
001	Base Period - First Year	TBD
001	Base Period - Second Year	TBD
001	Base Period - Third Year	TBD
001	Base Period - Fourth Year	TBD
001	Base Period - Fifth Year	TBD
NASA-KSC FIRST OPTION PERIOD OF PERFORMANCE FROM 10/1/2013 TO 09/30/2014		
003	First Option Period	TBD
NASA-KSC SECOND OPTION PERIOD OF PERFORMANCE FROM 10/1/2014 TO 09/30/2015		
005	Second Option Period	TBD
USAF BASE PERIOD OF PERFORMANCE FROM 10/1/2008 TO 09/30/2013		
007	Base Period - First Year	TBD

007	Base Period - Second Year	TBD
007	Base Period - Third Year	TBD
007	Base Period - Fourth Year	TBD
007	Base Period - Fifth Year	TBD
USAF FIRST OPTION PERIOD OF PERFORMANCE FROM 10/1/2013 TO 09/30/2014		
008	USAF Option 1 - CPAF	TBD
USAF SECOND OPTION PERIOD OF PERFORMANCE FROM 10/1/2014 TO 09/30/2015		
009	USAF Option 2 - CPAF	TBD

* To be negotiated prior to award.

On a semi-annual basis, the Contractor shall perform reconciliation for each CLIN to ensure that the sum of direct, indirect, and shared cost dollars equals the total actual costs. All adjustments resulting from the periodic reconciliations shall be made to the appropriate CLINs and shall be reflected separately in costs reported and be identified on the invoices so that the adjustments are clearly shown.

B. In accordance with FAR 52.216-7 Allowable Cost and Payment (Dec 2002) (a) Invoicing, the Contractor shall submit separate invoices for NASA and the USAF on a monthly basis. NASA invoices shall be submitted in accordance with paragraph G.3, Submission of Vouchers for Payment. USAF invoices shall be submitted in accordance with G.18, DFARS 252.232-7003 Electronic Submission of Payment Requests.

C. In accordance with FAR 52.232-22, Limitation of Funds (Apr 1984) (b), notification that 80% of funded costs have been expended shall be reported at the CLIN (NASA/USAF) level.

(End of clause)

G.17 DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS FOR USAF

Note: These billing instructions apply only to the USAF Sub-CLINs as identified in B.1, Supplies or Services.

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. The Contractor shall submit payment requests using Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
- 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 payment requests.

(End of clause)