#### **B.1 SUPPLIES OR SERVICES**

The contractor shall provide the below contract line items in accordance with Section C, paragraph C.1 under a Cost-Plus-Award Fee (CPAF) type arrangement except for those Contract Line Item Numbers (CLINs) designated as Firm-fixed Price (FFP) during the Period Of Performance (POP) indicated for each CLIN. The services or supplies to be provided are listed below in Table B.1-1.

The negotiated estimated contract (NEC) value is comprised of the estimated costs and maximum award fee, plus fixed prices as summarized in Table B.1-1, Contract Value. The values for CLINs 001 and 028 shall be allocated as follows: 84% of the phase in cost to CLIN 001 and the remaining 16% to CLIN 0028.

		NASA-KSC PHASE-IN &	& BASE PEI	RIOD - COST-P	LUS	
CLIN	PERIOD	DESCRIPTION	РОР	ESTIMATED COST	MAXIMUM AWARD FEE	CONTRACT VALUE
001	Phase - In	1. A non-fee bearing, not to exceed (NTE) cost for the phase-in period between contract award and initiation of the base period of performance.	NTE the 90 days prior to contract start date.	NTE \$		NTE \$
002	Base Period - 1 <sup>st</sup> Yr	<ol> <li>Provide Medical / Environmental Support in accordance with (IAW) the contract.</li> <li>EXCLUDES PWS Sections: 2.5, 2.8, 2.9, 4.4.3 (e), 4.4.7.2, and 6.0; which will be priced separately.</li> <li>EXCLUDES PWS sections: 2.2(h)–(j); 2.3.1(p); 2.6; 2.8; 2.9; 2.10(f)-(j); 2.11; 2.12; 3.4(u); 3.7(d); 4.4.3(d); 4.4.6; 4.7; 4.7.1; 4.7.2; 4.8; 4.9; 5.0; which will be effective October 1, 2009</li> </ol>	10/01/08 - 09/30/09	\$	\$	\$
003	Base – 2 <sup>nd</sup> Yr	<ol> <li>Provide Medical / Environmental Services Support IAW the contract.</li> <li>EXCLUDES PWS Sections: 2.5,</li> <li>2.8, 2.9, 4.4.3 (e), 4.4.7.2, and 6.0;</li> <li>which will be priced separately.</li> </ol>	10/01/09 - 09/30/10	\$	\$	\$
004	Base - 3 <sup>rd</sup> Yr	Same scope as CLIN 003.	10/01/10 - 09/30/11	\$	\$	\$
005	Base - 4 <sup>th</sup> Yr	Same scope as CLIN 003.	10/01/11 - 09/30/12	\$	\$	\$
006	Base - 5 <sup>th</sup> Yr	Same scope as CLIN 003.	10/01/12 - 09/30/13	\$	\$	\$
007	Base Period	Provide the services in PWS Section 4.4.3 (e). [DO NOT PRICE]	10/01/08 - 09/30/13			
008	Base Period	Provide the services in PWS Section 4.4.7.2. [DO NOT PRICE]	10/01/08 - 09/30/13			
009	Base Period	Provide the services described in PWS Section 2.8. Use Table B.1-3 for price breakdown.	10/01/08 - 09/30/13	\$	\$	\$

#### Table B.1-1 CONTRACT VALUE

DRAFT RFP

\$

\$

Period PWS Section 2.9. Use Table B.1-3 for 09/30/13 price breakdown.	010	Base	Provide the services described in	10/01/08 -	\$ \$	\$
price breakdown.		Period	PWS Section 2.9. Use Table B.1-3 for	09/30/13		
			price breakdown.			

#### COST-PLUS SUB-TOTAL FOR NASA-KSC PHASE IN And \$ BASE PERIOD (This sub-total excludes CLINs 007and 008)

LIN	PERIOD	DESCRIPTION	POP	PRICE
011	Base -	Provide Specialized Physician Support at a firm fixed price per event	10/01/08 -	\$
	1st Yr	IAW PWS Section 2.5 for a period of one (1) year. Use Table B.1-2	09/30/09	
		for price breakdown.		
012	Base -	Same scope as CLIN 007	10/01/09 -	\$
	2 <sup>nd</sup> Yr		09/30/10	
013	Base -	Same scope as CLIN 007	10/01/10 -	\$
	3 <sup>rd</sup> Yr		09/30/11	
014	Base -	Same scope as CLIN 007	10/01/11 -	\$
	4 <sup>th</sup> Yr		09/30/12	
015	Base -	Same scope as CLIN 007	10/01/12 -	\$
	5 <sup>th</sup> Yr		09/30/13	
	5 <sup>th</sup> Yr			Ť
		FIXED PRICE SUB-TOTAL FOR NASA-KSC BASE PERIOD	\$	

Table B.1-1

		NASA- NASA-KSC FIRST OI	KSC OPTIO PTION PERI		US	
CLIN	PERIOD	DESCRIPTION	РОР	ESTIMATED COST	MAXIMUM AWARD FEE	CONTRACT VALUE
016	First Option Period	<ol> <li>Provide Medical and Environmental Support IAW the contract.</li> <li>EXCLUDES PWS Sections: 2.5; 2.8; 2.9; 4.4.3 (e); 4.4.7.2 ; and 6.0; which will be priced separately.</li> </ol>	10/01/13 - 09/30/14	\$	\$	\$
017	First Option Period	Provide the services described in PWS Section 4.4.3 (e) for one additional year. [DO NOT PRICE]	10/01/13 - 09/30/14			
018	First Option Period	Provide the services described in PWS Section 4.4.7.2 for one additional year. [DO NOT PRICE]	10/01/13 - 09/30/14			
019	First Option Period	Provide the services described in PWS Section 2.8 for one additional year.	10/01/13 - 09/30/14	\$	\$	\$
020	First Option Period	Provide the services described in PWS Section 2.9 for one additional year.	10/01/13 - 09/30/14	\$	\$	\$

		NASA-KSC FIRST OP	TION PERIC	<mark>)D – FIXED P</mark> F	RICE	
LIN	PERIOD			-	POP	PRICE
021	First Option Period	Provide Specialized Physician Suppor IAW PWS Section 2.5 for a period of for price breakdown.			10/01/13 - 09/30/14	\$
F	IXED PR	ICE SUB-TOTAL FOR NASA-KSC	FIRST OPTIC	ON PERIOD	\$	
		TOTAL FOR NASA-H CO		PTION PERIOD d FIXED PRICE		
		NASA- NASA-KSC SECOND (	-KSC OPTIO OPTION PEH		PLUS	
022	Second Option Period	<ol> <li>Provide Medical and Environmental Support IAW the contract.</li> <li>EXCLUDES PWS Sections: 2.5;</li> <li>2.8; 2.9; 4.4.3 (e); 4.4.7.2 ; and 6.0; which will be priced separately.</li> </ol>	10/01/14 - 09/30/15	\$	\$	\$
023	Second Option Period	Provide the services described in PWS Section 4.4.3 (e) for one additional year. [DO NOT PRICE]	10/01/14 - 09/30/15			_
024	Second Option Period	Provide the services described in PWS Section 4.4.7.2 for one additional year. [DO NOT PRICE]	10/01/14 - 09/30/15			_
025	Second Option Period	Provide the services described in PWS Section 2.8 for one additional year.	10/01/14 - 09/30/15	\$	\$	\$
026	Second Option Period	Provide the services described in PWS Section 2.9 for one additional year.	10/01/14 - 09/30/15	\$	\$	\$

		NASA-KSC SECOND OPTION PERIOD – FIXED PI	RICE	
CLIN	PERIOD	DESCRIPTION	POP	PRICE
027	Second	Provide Specialized Physician Support at a firm fixed price per event	10/01/14 -	\$
	Option	IAW PWS Section 2.5 for a period of one (1) year. See Table B.1-2	09/30/15	
	Period	for price breakdown.		

FIXED PRICE SUB-TOTAL FOR NASA-KSC SECOND OPTION PERIOD \$

 TOTAL FOR NASA-KSC SECOND OPTION COST-PLUS AND FIXED PRICE
 \$

### TOTAL ESTIMATED NASA-KSC COST-PLUS AND FIXED PRICE \$ (BASE + BOTH OPTION PERIODS)

Table B.1-1

		USAF PHASE-IN & F	BASE PERIC	DD - COST-PLU	JS	
CLIN	PERIOD	DESCRIPTION	РОР	ESTIMATED COST	MAXIMUM AWARD FEE	CONTRACT VALUE
028	Phase - In	1. A non-fee bearing, not to exceed (NTE) cost for the phase-in period between contract award and initiation of the base period of performance.	NTE the 90 days prior to contract start date.	NTE \$		NTE \$
029	USAF Base Period	<ol> <li>Provide Medical / Environmental Support described in PWS Section</li> <li>to the USAF, IAW the contract.</li> <li>USAF Award Fee for the Base POP .</li> </ol>	10/01/08 - 09/30/13	\$	\$	\$
		COST-PLUS SUB-TOTAL FOR USAI And BA	F PHASE IN SE PERIOD	\$	\$	\$
		USAF OP	TION PERI	ODS		
030	First Option Period	<ol> <li>Provide the services described in PWS Section 6.0 to the USAF IAW the contract.</li> <li>USAF Award Fee for the First Option POP.</li> </ol>	10/01/13 - 09/30/14	\$	\$	\$
031	Second Option Period	<ol> <li>Provide the services described in PWS Section 6.0 to the USAF IAW the contract.</li> <li>USAF Award Fee for the Second Option POP.</li> </ol>	10/01/14 - 09/30/15	\$	\$	\$
		TOTAL ESTIMATED ( (BASE + BOTH OPTION		\$	\$	\$
Table	B.1-1					

NASA-KSC AND USAF COS	TTOTAL	.S	
TOTAL ESTIMATED NASA-KSC COST	\$	\$	\$
(BASE + OPTION PERIODS)			
TOTAL ESTIMATED USAF COST	\$	\$	\$
(BASE + OPTION PERIODS)			

# TOTAL ESTIMATED CONTRACT COST\$\$(NASA-KSC + USAF CLINS)\$

Table B.1-1

#### **B.1-2** Pricing for PWS Section 2.5 -- Specialized Physician Support for Human Spacecraft Launches and Landings

TABLE B.1-2   PRICE BRE			TION 2.	5	
	D OF PERFORMAN	NCE			
YEA.	<u>R 1 – CLIN 011</u>	DOT			TOTAL
DESCRIPTION	РОР	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
	10/01/08 -09/30/09	3	EACH	\$	S S
Specialized Medical Support for Launches		3		\$	\$
Specialized Medical Support for Launch Attempts	10/01/08 -09/30/09	5	EACH		\$ \$
Specialized Medical Support for Landings	10/01/08 -09/30/09		EACH	\$	\$ \$
Specialized Medical Support for Landing Attempts	10/01/08 -09/30/09	3	EACH	\$	
Annual Orientation and Training Course per person	10/01/08 -09/30/09	1	EACH	\$	\$
On-Site Simulations	10/01/08 -09/30/09	2	EACH	\$	\$
Contractor shall provide price per unit even when the es					
	,	TOTAL	FOR CL	IN 011 \$	
	<u>R 2 – CLIN 012</u>				1.
Specialized Medical Support for Launches.	10/01/09 -09/30/10	5	EACH	\$	\$
Specialized Medical Support for Launch Attempts.	10/01/09 -09/30/10	3	EACH	\$	\$
Specialized Medical Support for Landings.	10/01/09 -09/30/10	5	EACH	\$	\$
Specialized Medical Support for Landing Attempts.	10/01/09 -09/30/10	3	EACH	\$	\$
Annual Orientation and Training Course per person	10/01/09 -09/30/10	1	EACH	\$	\$
On-Site Simulations.	10/01/09 -09/30/10	2	EACH	\$	\$
Contractor shall provide price per unit even when the es	timated quantity is zero	).			
	r	FOTAL	FOR CL	IN 012 \$	
YEA	R 3 – CLIN 013				
Specialized Medical Support for Launches.	10/01/10 -09/30/11	0	EACH	\$	\$
Specialized Medical Support for Launch Attempts.	10/01/10 -09/30/11	0	EACH	\$	\$
Specialized Medical Support for Landings.	10/01/10 -09/30/11	0	EACH	\$	\$
Specialized Medical Support for Landing Attempts.	10/01/10 -09/30/11	0	EACH	\$	\$
Annual Orientation and Training Course per person	10/01/10 -09/30/11	1	EACH	\$	\$
On-Site Simulations.	10/01/10 -09/30/11	2	EACH	\$	\$
Contractor shall provide price per unit even when the es		).			
			FOR CL	IN 013 \$	
Table B.1-2					

# TABLE B.1-2 PRICE BREAKDOWN FOR PWS SECTION 2.5 BASE PERIOD OF PERFORMANCE (Cont.) YEAR 4 – CLIN 014

DESCRIPTION	РОР	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
Specialized Medical Support for Launches	10/01/11 -09/30/12	0	EACH	\$	\$
Specialized Medical Support for Launch Attempts	10/01/11 -09/30/12	0	EACH	\$	\$
Specialized Medical Support for Landings	10/01/11 -09/30/12	0	EACH	\$	\$
Specialized Medical Support for Landing Attempts	10/01/11 -09/30/12	0	EACH	\$	\$
Annual Orientation and Training Course per person	10/01/11 -09/30/12	1	EACH	\$	\$
On-Site Simulations	10/01/11 -09/30/12	2	EACH	\$	\$
Contractor shall provide price per unit even when the es	stimated quantity is zero	Э.			
	ſ	TOTAL	FOR CL	IN 014 \$	
	<u>R 5 – CLIN 015</u>				-
Specialized Medical Support for Launches.	10/01/12 -09/30/13	0	EACH	\$	\$
Specialized Medical Support for Launch Attempts.	10/01/12 -09/30/13	0	EACH	\$	\$
Specialized Medical Support for Landings.	10/01/12 -09/30/13	0	EACH	\$	\$
Specialized Medical Support for Landing Attempts.	10/01/12 -09/30/13	0	EACH	\$	\$
Annual Orientation and Training Course per person	10/01/12 -09/30/13	1	EACH	\$	\$
On-Site Simulations.	10/01/12 -09/30/13	2	EACH	\$	\$
Contractor shall provide price per unit even when the es	1 7				
		TOTAL	FOR CL	IN 015 \$	
				<b>-</b>	
TOTAL FOR THE B	BASE PERIOD PWS 2	.5 (CLI	NS 011 T	O 015) \$	
	ION PERIODS				
FIRST OPTIC	<u> ON PERIOD - CLIN 0</u>				T
DESCRIPTION	РОР	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
Specialized Medical Support for Launches	10/01/13 -09/30/14	0	EACH	\$	\$
Specialized Medical Support for Launch Attempts	10/01/13 -09/30/14	0	EACH	\$	\$
Specialized Medical Support for Landings	10/01/13 -09/30/14	0	EACH	\$	\$
Specialized Medical Support for Landing Attempts	10/01/13 -09/30/14	0	EACH	\$	\$
Annual Orientation and Training Course per person	10/01/13 -09/30/14	1	EACH	\$	\$
On-Site Simulations	10/01/13 -09/30/14	2	EACH	\$	\$
Contractor shall provide price per unit even when the es		э.			-
	· · · · · · · · · · · · · · · · · · ·			N 021) ¢	
TOTAI	L FOR FIRST OPTIO	<u>n peri</u>	<u>OD (CLI</u>	NU21) \$	
Table B.1-2	L FOR FIRST OPTIO	N PERI	OD (CLI	N U21) Þ	
Table B.1-2 TABLE B.1-2 PRICE BREAK	DOWN FOR PWS S	ECTIC	· · · · · · · · · · · · · · · · · · ·		
Table B.1-2 TABLE B.1-2 PRICE BREAK SECOND OPT	<mark>DOWN FOR PWS S</mark> ION PERIOD - CLIN	ECTIC	)N 2.5 (C	cont.)	_
Table B.1-2 TABLE B.1-2 PRICE BREAK SECOND OPT Specialized Medical Support for Launches.	DOWN FOR PWS S	ECTIC	· · · · · · · · · · · · · · · · · · ·	Sent.)	\$
Table B.1-2         TABLE B.1-2 PRICE BREAK         SECOND OPT         Specialized Medical Support for Launches.         Specialized Medical Support for Launch Attempts.	<mark>DOWN FOR PWS S</mark> ION PERIOD - CLIN	ECTIC 027	)N 2.5 (C	<b>S</b>	\$
Table B.1-2 TABLE B.1-2 PRICE BREAK SECOND OPT Specialized Medical Support for Launches.	DOWN FOR PWS S ION PERIOD - CLIN 10/01/14 -09/30/15	<b>ECTIC</b> 027	<mark>)N 2.5 (C</mark> EACH	<b>S</b> \$ \$	
Table B.1-2         TABLE B.1-2 PRICE BREAK         SECOND OPT         Specialized Medical Support for Launches.         Specialized Medical Support for Launch Attempts.	DOWN FOR PWS S ION PERIOD - CLIN 10/01/14 -09/30/15 10/01/14 -09/30/15	<b>BECTIC</b> 027 0	<mark>)N 2.5 (C</mark> EACH EACH	<b>S</b>	\$
TABLE B.1-2 PRICE BREAKI         SECOND OPTI         Specialized Medical Support for Launches.         Specialized Medical Support for Launch Attempts.         Specialized Medical Support for Launch Attempts.	DOWN FOR PWS S ION PERIOD - CLIN 10/01/14 -09/30/15 10/01/14 -09/30/15 10/01/14 -09/30/15	<b>ECTIC</b> 027 0 0	<mark>)N 2.5 (C</mark> EACH EACH EACH	<b>S</b> \$ \$	\$ \$
Table B.1-2         TABLE B.1-2 PRICE BREAKI         SECOND OPT         Specialized Medical Support for Launches.         Specialized Medical Support for Launch Attempts.         Specialized Medical Support for Landings.         Specialized Medical Support for Landings.         Specialized Medical Support for Landings.	DOWN FOR PWS S ION PERIOD - CLIN 10/01/14 -09/30/15 10/01/14 -09/30/15 10/01/14 -09/30/15 10/01/14 -09/30/15	<b>BECTIC</b> 027 0 0 0 0	DN 2.5 (C EACH EACH EACH EACH	<b>Sont.)</b> \$ \$ \$ \$ \$ \$	\$ \$ \$
TABLE B.1-2 PRICE BREAK         SECOND OPTI         Specialized Medical Support for Launches.         Specialized Medical Support for Launch Attempts.         Specialized Medical Support for Landings.         Specialized Medical Support for Landings.         Specialized Medical Support for Landing Attempts.         Annual Orientation and Training Course per person	DOWN FOR PWS S ION PERIOD - CLIN 10/01/14 -09/30/15 10/01/14 -09/30/15 10/01/14 -09/30/15 10/01/14 -09/30/15 10/01/14 -09/30/15 10/01/14 -09/30/15	<b>ECTIC</b> 027 0 0 0 0 1 2	DN 2.5 (C EACH EACH EACH EACH EACH	Sont.) S S S S S S S S S S S S S S S S S S S	\$ \$ \$ \$

#### Table B.1-2

### TOTAL FOR PWS SECTION 2.5 (CLINS 011 TO 015, 021, and 027) \$

#### **B.1-3** COST BREAKDOWN FOR PWS SECTIONS 2.8 AND 2.9

		TABLE B.1-3 PRICE BREAK BASE PERIOI			2.8 & 2.9	
		CLIN 009: PWS SECTION 2.8 - ]	FITNESS FAC	CILITIES (BASE	PERIOD)	
CLIN	PERIOD	DESCRIPTION	РОР	ESTIMATED COST	MAXIMUM AWARD FEE	CONTRACT VALUE
009	Base - 1st Yr	PWS Section 2.8 - Fitness Facilities	10/01/08 - 09/30/09	N/A	N/A	N/A
009	Base - 2 <sup>nd</sup> Yr	PWS Section 2.8 - Fitness Facilities	10/01/09 - 09/30/10	\$	\$	\$
009	Base - 3 <sup>rd</sup> Yr	PWS Section 2.8 - Fitness Facilities	10/01/10 - 09/30/11	\$	\$	\$
009	Base - 4 <sup>th</sup> Yr	PWS Section 2.8 - Fitness Facilities	10/01/11 - 09/30/12	\$	\$	\$
009	Base - 5 <sup>th</sup> Yr	PWS Section 2.8 - Fitness Facilities	10/01/12 - 09/30/13	\$	\$	\$
		TOTAL FO	OR CLIN 009	\$	\$	\$
CL	JN 010: P	WS SECTION 2.9 - MUSCULOSKEI	LETAL REHA	BILITATION SI	ERVICES (BAS	E PERIOD )
010	Base - 1st Yr	PWS Section 2.9 - Musculoskeletal Rehabilitation Services	10/01/08 - 09/30/09	N/A	N/A	N/A
010	Base - 2 <sup>nd</sup> Yr	PWS Section 2.9 - Musculoskeletal Rehabilitation Services	10/01/09 - 09/30/10	\$	\$	\$
010	Base - 3 <sup>rd</sup> Yr	PWS Section 2.9 - Musculoskeletal Rehabilitation Services	10/01/10 - 09/30/11	\$	\$	\$
010	Base - 4 <sup>th</sup> Yr	PWS Section 2.9 - Musculoskeletal Rehabilitation Services	10/01/11 - 09/30/12	\$	\$	\$
010	Base - 5 <sup>th</sup> Yr	PWS Section 2.9 - Musculoskeletal Rehabilitation Services	10/01/12 - 09/30/13	\$	\$	\$
	· · · · ·	TOTAL FO	OR CLIN 010	\$	\$	\$

#### B-1.4 COST BREAKDOWN FOR PWS SECTION 6.0 – AIR FORCE SERVICES

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services below on a CPAF basis, and in accordance with MESC PWS section 6.0. The cost per PWS section shown in Table B.1-4 does not include the award fee associated with the USAF services listed below.

		TABLE B.1-4PRICE BREABASE PERIOD			ION 6.0	
	CL	IN 029: PWS SECTION 6.0 – USAF R	REQUIREME	NTS (BASE PER	$\mathbf{RIOD} - \mathbf{1^{st} YEA}$	<b>R</b> )
CLIN	PERIOD	DESCRIPTION	РОР	ESTIMATED COST	MAXIMUM AWARD FEE	CONTRACT VALUE

029	Base -	PWS Section 6.1 Administration	10/01/08 -	\$	\$	\$
022	1st Yr	and General Requirements	09/30/09	Ŷ	Ψ	Ŷ
029	Base -	PWS Section 6.2.1 Air Force	10/01/08 -	\$	\$	\$
022	1st Yr	Occupational Medicine	09/30/09	Ŷ	Ψ	Ŷ
029	Base -	PWS Section 6.2.2 Medical	10/01/08 -	\$	\$	\$
02)	1st Yr	Consulting Services	09/30/09	Ψ	Ψ	Ψ
029	Base -	PWS Section 6.2.3 Clinical	10/01/08 -	\$	\$	\$
02)	1st Yr	Laboratories	09/30/09	Ψ	Ψ	Ψ
029	Base -	PWS Section 6.3 Air Force	10/01/08 -	\$	\$	\$
02)	1st Yr	Environmental Health Services	09/30/09	Ψ	Ψ	Ψ
029	Base -	PWS Section 6.3.1 Emergency	10/01/08 -	\$	\$	\$
02)	1st Yr	Response	09/30/09	Ψ	Ψ	Ψ
029	Base -	PWS Section 6.3.2 Industrial	10/01/08 -	\$	\$	\$
029	1st Yr	Hygiene	09/30/09	φ	φ	φ
029	Base -	PWS Section 6.3.3 Sanitation and	10/01/08 -	\$	\$	\$
029	1st Yr	Public Health	09/30/09	φ	φ	φ
029	Base -	PWS Section 6.3.4 Health Physics	10/01/08 -	\$	\$	\$
029	1st Yr	1 WS Section 0.5.4 Health 1 Hysics	09/30/09	φ	φ	φ
029	Base -	PWS Section 6.4 Air Force	10/01/08 -	\$	\$	\$
029	1st Yr	Hazardous / Controlled Waste Mgmt.	09/30/09	φ	φ	φ
		SUB-TOTAL FOR 1st BASE YEAR (		\$	\$	\$
		SUB-IUIAL FOR ISI DASE IEAR (	JF CLIN 023	φ	φ	φ
	CI	IN 029: PWS SECTION 6.0 – USAF F	PEOLIDEME	NTS (BASE DEL		<b>D</b> )
029	Base -	PWS Section 6.1 Administration	10/01/09 -	S (DASETER	5	\$
029	$2^{nd}$ Yr	and General Requirements	09/30/10	Ф	ф	φ
029	Base -	PWS Section 6.2.1 Air Force	10/01/09 -	\$	\$	\$
029	$2^{nd}$ Yr	Occupational Medicine	09/30/10	Ф	ф	φ
029		PWS Section 6.2.2 Medical	10/01/09 -	\$	\$	\$
029	Base - 2 <sup>nd</sup> Yr		09/30/10	Ф	ф	φ
029	Base -	Consulting Services PWS Section 6.2.3 Clinical	10/01/09 -	\$	\$	\$
029	$2^{nd}$ Yr	Laboratories	10/01/09 - 09/30/10	¢	Ф	Ф
029	Base -	PWS Section 6.3 Air Force	10/01/09 -	\$	\$	\$
029	$2^{nd}$ Yr	Environmental Health Services	09/30/10	à	ф	ф
	2 11		4			
		TABLE B.1-4 PRICE BREA			10IN 0.0	
	1	BASE PERIOD OF				
				ESTIMATED	MAXIMUM AWARD	CONTRACT
CI IN	PERIOD	DESCRIPTION	РОР	COST	FEE	VALUE
029	Base -		10/01/09 -	\$	s s	\$
029	$2^{nd}$ Yr	PWS Section 6.3.1 Emergency	10/01/09 - 09/30/10	φ	φ	φ
029		Response PWS Section 6.3.2 Industrial	10/01/09 -	\$	\$	\$
029	Base - 2 <sup>nd</sup> Yr		10/01/09 - 09/30/10	φ	φ	φ
020		Hygiene PWS Section 6.3.3 Sanitation and	10/01/09 -	\$	\$	\$
029	Base - 2 <sup>nd</sup> Yr		10/01/09 - 09/30/10	Φ	Φ	Φ
020		Public Health PWS Section 6.2.4 Health Physics		¢	¢	\$
029	Base - 2 <sup>nd</sup> Yr	PWS Section 6.3.4 Health Physics	10/01/09 -	\$	\$	Φ
020		PWS Section 6.4 Air Force	09/30/10	¢	\$	\$
029	Base - 2 <sup>nd</sup> Yr	PWS Section 6.4 Air Force Hazardous / Controlled Waste Mgmt.	10/01/09 - 09/30/10	\$	Ф	Ф
		E ETAZATOOUS / COULTOLLEO WASLE MIGME	109/30/10	1	1	1
		SUB-TOTAL FOR 2 <sup>nd</sup> BASE YEAR (		\$	\$	\$

	CL	IN 029: PWS SECTION 6.0 – USAF R	REQUIREME	INTS (	BASE PERIOD – 3 <sup>rd</sup> YEA	AR)
029	Base -	PWS Section 6.1 Administration	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	and General Requirements	09/30/11			
029	Base -	PWS Section 6.2.1 Air Force	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Occupational Medicine	09/30/11			
029	Base -	PWS Section 6.2.2 Medical	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Consulting Services	09/30/11			
029	Base -	PWS Section 6.2.3 Clinical	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Laboratories	09/30/11			
029	Base -	PWS Section 6.3 Air Force	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Environmental Health Services	09/30/11			
029	Base -	PWS Section 6.3.1 Emergency	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Response	09/30/11			
029	Base -	PWS Section 6.3.2 Industrial	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Hygiene	09/30/11			
029	Base -	PWS Section 6.3.3 Sanitation and	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Public Health	09/30/11			
029	Base -	PWS Section 6.3.4 Health Physics	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr		09/30/11			
029	Base -	PWS Section 6.4 Air Force	10/01/10 -	\$	\$	\$
	3 <sup>rd</sup> Yr	Hazardous / Controlled Waste Mgmt.	09/30/11			
		SUB-TOTAL FOR 3 <sup>rd</sup> BASE YEAR C	OF CLIN 029	\$	\$	\$
	CI	IN 029: PWS SECTION 6.0 – USAF F	REQUIREME	ENTS (I	BASE PERIOD – 4 <sup>th</sup> YEA	AR)
029	Base -	PWS Section 6.1 Administration	10/01/11 -	\$	\$	\$
	4 <sup>th</sup> Yr	and General Requirements	09/30/12			
029	Base -	PWS Section 6.2.1 Air Force	10/01/11 -	\$	\$	\$
	4 <sup>th</sup> Yr	Occupational Medicine	09/30/12			
Table	B.1-4					

	TABLE B.1-4 PRICE BREAKDOWN FOR PWS SECTION 6.0BASE PERIOD OF PERFORMANCE (Cont.)							
CLIN	PERIOD	DESCRIPTION	РОР	ESTIMATED COST	MAXIMUM AWARD FEE	CONTRACT VALUE		
029	Base - 4 <sup>th</sup> Yr	PWS Section 6.2.2 Medical Consulting Services	10/01/11 - 09/30/12	\$	\$	\$		
029	Base - 4 <sup>th</sup> Yr	PWS Section 6.2.3 Clinical Laboratories	10/01/11 - 09/30/12	\$	\$	\$		
029	Base - 4 <sup>th</sup> Yr	PWS Section 6.3 Air Force Environmental Health Services	10/01/11 - 09/30/12	\$	\$	\$		
029	Base - 4 <sup>th</sup> Yr	PWS Section 6.3.1 Emergency Response	10/01/11 - 09/30/12	\$	\$	\$		
029	Base - 4 <sup>th</sup> Yr	PWS Section 6.3.2 Industrial Hygiene	10/01/11 - 09/30/12	\$	\$	\$		
029	Base - 4 <sup>th</sup> Yr	PWS Section 6.3.3 Sanitation and Public Health	10/01/11 - 09/30/12	\$	\$	\$		
029	Base -	PWS Section 6.3.4 Health Physics	10/01/11 -	\$	\$	\$		

	4 <sup>th</sup> Yr		09/30/12			
029	Base -	PWS Section 6.4 Air Force	10/01/11 -	\$	\$	\$
	4 <sup>th</sup> Yr	Hazardous / Controlled Waste Mgmt.	09/30/12			
		SUB-TOTAL FOR 4 <sup>th</sup> BASE YEAR O	OF CLIN 029	\$	\$	\$
	CI	LIN 029: PWS SECTION 6.0 – USAF F	REQUIREME	NTS (BASE PE	$\mathbf{CRIOD} - 5^{\mathrm{th}} \mathbf{YEA}$	AR)
029	Base -	PWS Section 6.1 Administration	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	and General Requirements	09/30/13			
029	Base -	PWS Section 6.2.1 Air Force	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Occupational Medicine	09/30/13			
029	Base -	PWS Section 6.2.2 Medical	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Consulting Services	09/30/13			
029	Base -	PWS Section 6.2.3 Clinical	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Laboratories	09/30/13			
029	Base -	PWS Section 6.3 Air Force	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Environmental Health Services	09/30/13			
029	Base -	PWS Section 6.3.1 Emergency	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Response	09/30/13			
029	Base -	PWS Section 6.3.2 Industrial	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Hygiene	09/30/13			
029	Base -	PWS Section 6.3.3 Sanitation and	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Public Health	09/30/13			
029	Base -	PWS Section 6.3.4 Health Physics	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr		09/30/13			
029	Base -	PWS Section 6.4 Air Force	10/01/12 -	\$	\$	\$
	5 <sup>th</sup> Yr	Hazardous / Controlled Waste Mgmt.	09/30/13			
		SUB-TOTAL FOR 5 <sup>th</sup> BASE YEAR O	OF CLIN 029	\$	\$	\$
		TOTAL FOR CLIN 029 (YEAR	S 1 THRU 5)	\$	\$	\$

	TABLE B.1-4 PRICE BREAKDOWN FOR PWS SECTION 6.0 OPTION PERIODSOPTION PERIODSPWS SECTION 6.0 – USAF REQUIREMENTS (FIRST OPTION PERIOD) - CLIN 030						
CLIN	PERIOD	2	РОР	ESTIMATED COST	MAXIMUM AWARD FEE	CONTRACT VALUE	
030	First Option Period	PWS Section 6.1 Administration and General Requirements	10/01/13 - 09/30/14	\$	\$	\$	
030	First Option Period	PWS Section 6.2.1 Air Force Occupational Medicine	10/01/13 - 09/30/14	\$	\$	\$	
030	First Option Period	PWS Section 6.2.2 Medical Consulting Services	10/01/13 - 09/30/14	\$	\$	\$	
030	First Option Period	PWS Section 6.2.3 Clinical Laboratories	10/01/13 - 09/30/14	\$	\$	\$	

030	First Option Period		10/01/13 - 09/30/14	\$	\$	\$
030	First Option Period		10/01/13 - 09/30/14	\$	\$	\$
030	First Option Period		10/01/13 - 09/30/14	\$	\$	\$
030	First Option Period		10/01/13 - 09/30/14	\$	\$	\$
030	First Option Period		10/01/13 - 09/30/14	\$	\$	\$
030	First Option Period		10/01/13 - 09/30/14	\$	\$	\$
	5	SUB-TOTAL FOR 1st OPTION YEAR	- CLIN 030	\$	\$	\$
Table B.1-4						

	TABLE B.1-4 PRICE BREAKDOWN FOR PWS SECTION 6.0 OPTION PERIODS								
	PV	VS SECTION 6.0 – USAF REQUIREN	MENTS (FIR	ST OPTION PER	RIOD) - CLIN 0	30			
				ESTIMATED	MAXIMUM AWARD	CONTRACT			
CLIN	PERIOD	DESCRIPTION	РОР	COST	FEE	VALUE			
		S SECTION 6.0 – USAF REQUIREM	Ì		í í	031			
031	Second		10/01/14 -	\$	\$	\$			
	Option	PWS Section 6.1 Administration	09/30/15						
	Period	and General Requirements							
031	Second		10/01/14 -	\$	\$	\$			
	Option	PWS Section 6.2.1 Air Force	09/30/15						
	Period	Occupational Medicine							
031	Second		10/01/14 -	\$	\$	\$			
	Option	PWS Section 6.2.2 Medical	09/30/15						
	Period	Consulting Services							
031	Second		10/01/14 -	\$	\$	\$			
	Option	PWS Section 6.2.3 Clinical	09/30/15						
	Period	Laboratories							

		TOTAL FOR USAF 6.0 (CLIN 029	THRU 031)	\$	\$	\$	
		SUB-TOTAL FOR 2 <sup>nd</sup> OPTION YEAR	- CLIN 031	\$	\$	\$	
	Period	Management					
051	Option	Hazardous and Controlled Waste	09/30/15	Ψ	Φ	φ	
031	Period Second	PWS Section 6.4 Air Force	10/01/14 -	\$	\$	\$	
	Option	PWS Section 6.3.4 Health Physics	09/30/15				
031	Second		10/01/14 -	\$	\$	\$	
	Period	Public Health	07/00/10				
031	Second Option	PWS Section 6.3.3 Sanitation and	10/01/14 - 09/30/15	Ф	Ф	Ф	
021	Period	Hygiene	10/01/14	\$	\$	\$	
	Option	PWS Section 6.3.2 Industrial	09/30/15				
031	Second		10/01/14 -	\$	\$	\$	
	Period	Response					
	Option	PWS Section 6.3.1 Emergency	09/30/15				
031	Second		10/01/14 -	\$	\$	\$	
	Period	Environmental Health Services	07/00/10				
001	Option	PWS Section 6.3 Air Force	09/30/15	Ψ	Ψ	Ψ	
031	Second		10/01/14 -	\$	\$	\$	

(End of clause)

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

The estimated cost of this contract is \$\_\_\_\_\_. The maximum available award fee, excluding base fee, if any, is \$\_\_\_\_\_\_. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$\_\_\_\_\_\_. The maximum positive performance incentive is \$0. The maximum negative performance incentive is \$0.

(End of clause)

#### **B.3** SPECIAL COST PROVISIONS

Without otherwise affecting the applicability of the cost principles set forth in FAR Part 31 and pursuant to the terms of the contract clause entitled "Allowable Cost and Payment," the contractor shall be reimbursed for such actual and allowable expenditures incurred in the performance of work required by this contract as may be approved by the Contracting Officer subject to the following limitations and provisions:

#### A. <u>Reimbursement Ceiling Rates</u>

- 1. Not withstanding 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 contractor fiscal year, as shown in Table B.3-1.
- 2. Not withstanding paragraph A.1 above and the terms of the FAR clause 52.216-7, Allowable Cost and Payment, the indirect ceiling 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 will the contractor be allowed to recover indirect costs incurred in past years in excess of the ceiling applicable to each such year.

3. The contractor shall not make changes to its 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. The contractor shall be responsible for applying this same methodology to its subcontractors whose contracts are cost reimbursable.

	TABLE B.3-1 – REIMBURSABLE CEILING RATES					
Year	РОР	Ceiling Fringe Rate*	Ceiling O/H Rate*	Ceiling Host Admin Rate*	Ceiling G&A Rate*	
Base Year 1	10/01/08 -09/30/09	%	%	%	%	
Base Year 2	10/01/09 -09/30/10	%	%	%	%	
Base Year 3	10/01/10 -09/30/11	%	%	%	%	
Base Year 4	10/01/11 -09/30/12	%	%	%	%	
Base Year 5	10/01/12 -09/30/13	%	%	%	%	
Option Year 1	10/01/13 -09/30/14	%	%	%	%	
Option Year 2	10/01/14 -09/30/15	%	%	%	%	

\*To be proposed by the Contractor

#### B. <u>Contract Adjustment Threshold</u>

The contractor will not receive an equitable adjustment to estimated cost or fee of this contract for any changes, directed under the authority of the "Changes-Cost Reimbursement" clause of the contract or any other change authority, which is estimated to have a cost impact of \$100,000 or less per action until such time as the aggregate of the estimated costs of such changes exceed \$500,000 in any year. Changes below this threshold will be directed in writing by the Contracting Officer. If the net aggregate of changes estimated at \$100,000-and-below reaches \$500,000 within any year, equitable adjustment(s) will be made in accordance with the contract's Changes clause.

#### C. <u>Fringe Benefits</u>

In accordance with FAR 31.205-6, Compensation for Personal Services, the contractor shall notify and receive approval from the Contracting Officer prior to changes in fringe benefits. If fringes are billed direct, changes in fringe benefits shall not exceed 5%. Failure to comply with the terms of this clause may result in the disallowance of costs.

#### D. <u>Management Incentive Compensation (Bonuses)</u>

Incentive compensation for the Offeror and Major Subcontractors is considered a distribution of Profit and is not considered an allowable direct or indirect cost under this contract.

#### E. <u>Bonuses to Hourly Employees</u>

As a result of paying "bonuses" to hourly employees, the contractor is required under 29 CFR Section 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 shall not be considered allowable costs under this contract.

#### F. <u>Transfer of Accrued Benefits</u>

The contractor will accept transfer of accrued sick leave hours of personnel hired from the incumbent contractor without a break in service from the predecessor contract in excess of 60 days. However, the costs of these carry-over hours will not be paid under this contract unless used. Additionally, the contractor will recognize the vacation accrual rates, earned through seniority, of personnel hired from the incumbent contractor without a break in service from the predecessor contract in excess of 60 days.

#### G. <u>Travel</u>

Pursuant to Title 11, Section 21 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (PL 99-234), reimbursement for travel shall be in accordance with the provisions of FAR 31.205-46, Travel Costs. Travel required in performance of work under this contract shall be in accordance with the Contractor's approved travel policy.

#### H. <u>Provisional Indirect Billing Rates</u>

- 1. The contractor shall submit provisional billing rates to the Contracting Officer in writing. 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.
- 2. In accordance with FAR Clause 52.216-15, the contractor shall submit within six (6) months after its fiscal year end, and on an annual basis, an adequate final indirect cost rate proposal to the Contracting Officer.
- 3. To prevent substantial over or under payment (except where ceiling is reached), the provisional billing rates may, at the discretion of the Contracting Officer, be revised, either retroactively or prospectively, and such revision shall be set forth in a modification to this contract.
- 4. Provisional billing rates shall not exceed the ceiling rates established above in Table B.3-1.
- 5. The provisional billing rates for G&A, Overhead, and Other Indirect Rates are:

	TABLE B.3-2       PROVISIONAL BILLING RATES						
Period	РОР	Provisional Fringe Rate*	Provisional Overhead Rate*	Provisional Host Admin Rate*	Provisional G&A Rate*		
Base Year 1	10/01/08 -09/30/09	%	%	%	%		
Base Year 2	10/01/09 -09/30/10	%	%	%	%		
Base Year 3	10/01/10 -09/30/11	%	%	%	%		
Base Year 4	10/01/11 -09/30/12	%	%	%	%		
Base Year 5	10/01/12 -09/30/13	%	%	%	%		
Option Year 1	10/01/13 -09/30/14	%	%	%	%		
Option Year 2	10/01/14 -09/30/15	%	%	%	%		

#### \* To be proposed by the Contractor

#### I. Relocation Costs for Key Personnel

Reimbursement for relocation costs shall be in accordance with the provisions of FAR Part 31.205-35, Relocation Costs. Relocation costs shall only apply to key personnel. 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 .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 average reimbursement for relocation costs exceed the following ceiling:

TABLE B.3-3 – CEILINGS FOR RELOCATION COSTS					
PERIOD	CEILING COST PER YEAR*				
Base Year 1	NTE \$				
Base Year 2	NTE \$				
Base Year 3	NTE \$				
Base Year 4	NTE \$				
Base Year 5	NTE \$				
Option Year 1	NTE \$				
Option Year 2	NTE \$				

\*To be proposed by the Contractor and negotiated with the Government prior to contract award

#### J. Severance Pay

Reimbursement for severance pay shall be in accordance with the provisions of FAR 31.205-6(g). However, in no event shall the Government reimburse the contractor for the cost of severance pay for any individual contractor employee who voluntarily elects to work for a succeeding contractor. This provision shall apply to any contract extension hereof.

(End of clause)

#### **B-4** 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 round-the-clock 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 express provisions of this contract and other applicable cost principles and limitations,

including those set forth in FAR Part 31. In any event, no additional costs associated with those employees not granted administrative leave will be reimbursable pursuant to this clause.

(End of clause)

#### **B.5** NON-PROPOSED COSTS

A. The total estimated cost of this contract includes the following estimated non-proposed costs:

TABLE B.7-1 NON-PROPOSI	ED COSTS
COST	AMOUNT
Incumbent Contractor-Owned Capital Equipment	\$425,000
Existing supplies/benchstock	\$30,000

B. These costs are the Government's best estimate of what the actual cost will be, and are not be fee bearing.

(End of clause)

#### B.6 NFS 1852.232-81 CONTRACT FUNDING. (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for total contract cost, and covers the following estimated period of performance: Base Period from 10/01/2008 to 09/30/2013.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

(End of clause)

#### **B.7 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 CLIN
  - 4. Accounting and appropriations data
- C. The Contractor shall provide acknowledgement of receipt to the USAF Contracting Officer within two working days after receipt of the Funding Order.

- D. The USAF Contracting Officer may modify Funding Orders in the same manner in which they were issued.
- E. Section I, paragraph I.17, FAR 52.232-22 LIMITATION OF FUNDS, shall apply separately to work performed for NASA and for the USAF. The Contracting Officer for the affected Agency shall be notified when the contractor reaches 80 percent of the total amount so far allotted to the contract by the Government.

(End of clause)

#### C.1 SCOPE OF WORK

The Contractor shall provide services necessary to perform those functions set forth in Section J, Attachment J-1, MESC Performance Work Statement (PWS).

(End of clause)

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

The Contractor shall furnish all data identified and described in Section J, Attachment J-4, Data Requirements List/Data Requirements Description (DRL/DRD) and in supplemental DRLs to be subsequently furnished to the Contractor for additional data which the Government is authorized to request in accordance with the terms of this contract.

(End of clause)

MESC NNK07204121R

#### D.1 PACKAGING, HANDLING, AND TRANSPORTATION

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

(End of clause)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

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

(End of clause)

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

In accordance with the inspection clause of this contract, the Government intends to monitor the quality of the work described in this contract as described in Section J, Attachment J-14 MESC Performance Surveillance Plan.

(End of clause)

#### E.3 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three (3) copies, an original and two (2) copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words CONTAINS DD FORM 250 on the package.

(End of clause)

#### E.4 INSPECTION AND ACCEPTANCE PROCEDURES FOR THE USAF REQUIREMENTS

Inspection of supplies/services provided to the USAF shall be in accordance with AFI 63-124. The USAF will confirm acceptance of supplies/ services after validating DRD and metric data.

(End of clause)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

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

(End of clause)

#### F.2 PLACE OF PERFORMANCE - SERVICES

The place of performance shall be the John F. Kennedy Space Center (KSC), Cape Canaveral Air Force Station (CCAFS), and at such other locations as required under this contract.

(End of clause)

#### F.3 KSC 52.212-91 DELIVERY INSTRUCTIONS (NOV 2002)

(a) The Contractor shall ship the items required under this contract to:

#### [NASA mailing office address to be provided at time of award]

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

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Federal holidays.

- (c) Additional delivery instructions: TBD
- (d) Additional marking instructions: TBD None

(End of clause)

#### F.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 prior to contract expiration; 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) The contracting officer may exercise the following option(s) by issuance of a unilateral contract modification.

<u>Option</u>	Period of Performance
1	1 Oct 2013 through 30 Sep 2014
2	1 Oct 2014 through 30 Sep 2015

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

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 years.

(End of clause)

#### 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/

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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 of clause)

(End of clause)

#### G.2 CONTRACT FUNDING

For purposes of payment of cost and fees in accordance with the Limitation of Funds or Limitation of Costs clause, as applicable, the total amounts allotted by the Government to this contract and the period of performance through which it is estimated these funds will cover are specified in Tables G.2-1A and G.2-1B. Funds for CLINs 007,008, 017, 018, 023 and 024 will be obligated as needed through contract modifications. The final cost and specific scope for the work to be performed will be negotiated between NASA and the contract or prior to funding these CLINs. Also included in these tables is the total amount obligated under this contract for payment of fee. Procedures described in the Award Fee Evaluation Plan, Section J, Attachment J-10, will be used to administer the fee process. Evaluations of contractor performance and cost control will be based on established award fee criteria which will focus on specific areas of interest to the Government in each award fee evaluation period. If cost-reimbursable subcontracts are incorporated into this contract under the prime MESC contractor, only a single fee pool will be established for distribution among the participants.

#### TABLE G.2-1A NASA-KSC CLIN FUNDING

		As of	Funded	Funded Award	Total Funded Cost/Award	Adequate
<b>CLIN</b> 001	Period Phase-In	Mod	Cost	Fee	Fee	Through
001	Base Period - 1st Yr.		TBD	N/A	TBD	TBD
002	Base Period - 2nd Yr.		TBD	TBD	TBD	TBD
003	Base Period - 3rd Yr.		TBD	TBD	TBD	TBD
004			TBD	TBD	TBD	TBD
005	Base Period - 4th Yr. Base Period - 5th Yr.		TBD	TBD	TBD	TBD
000	Unpriced CLIN - Base		TBD	TBD	TBD	TBD
007	Unpriced CLIN - Base		N/A	N/A	N/A	N/A
008	PWS 2.8 - Base Period		N/A	N/A	N/A	N/A
010	PWS 2.9 - Base Period		TBD	TBD	TBD	TBD
010	FFP - PWS 2.5 Base 1st Yr.		TBD	TBD	TBD	TBD
			TBD	N/A	TBD	TBD
012	FFP - PWS 2.5 Base 2nd Yr.		TBD	N/A	TBD	TBD
013	FFP - PWS 2.5 Base 3rd Yr.		TBD	N/A	TBD	TBD
014	FFP - PWS 2.5 Base 4th Yr.		TBD	N/A	TBD	TBD
015	FFP - PWS 2.5 Base 5th Yr.		TBD	N/A	TBD	TBD
016	PWS 1.0 thru 5.0 - 1st Option		TBD	TBD	TBD	TBD
017	Unpriced CLIN - 1st Option		N/A	N/A	N/A	N/A
018	Unpriced CLIN - 1st Option		N/A	N/A	N/A	N/A
019	PWS 2.8 - 1st Option		TBD	TBD	TBD	TBD
020	PWS 2.9 - 1st Option		TBD	TBD	TBD	TBD
021	FFP PWS 2.5 - 1st Option		TBD	N/A	TBD	TBD
022	PWS 1.0 thru 5.0 - 2nd Option		TBD	TBD	TBD	TBD
023	Unpriced CLIN - 2nd Option		N/A	N/A	N/A	N/A
024	Unpriced CLIN - 2nd Option		N/A	N/A	N/A	N/A
025	PWS 2.8 - 2nd Option		TBD	TBD	TBD	TBD
026	PWS 2.9 - 2nd Option		TBD	TBD	TBD	TBD
027	FFP PWS 2.5 - 2nd Option		TBD	N/A	TBD	TBD
YEA	R-TO-DATE CONTRACT FUN	DING	\$TBD	\$TBD	\$TBD	\$TBD

#### TABLE G.2-1B USAF CLIN FUNDING

CLIN	Period	As of Mod	Funded Cost	Funded Award Fee	Total Funded Cost/Award Fee	Adequate Through
028	Phase-In		TBD	N/A	TBD	TBD
029	PWS 6.0 Base – CPAF		TBD	TBD	TBD	TBD
030	USAF Option 1 - CPAF		TBD	TBD	TBD	TBD
031	USAF Option 2 - CPAF		TBD	TBD	TBD	TBD
	YEAR-TO-DATE CONT	RACT				
	FUI	NDING	\$TBD	\$TBD	\$TBD	\$TBD
TOTA	L YEAR-TO-DATE CONT	RACT				
FU	NDING (NASA + USAF F	UNDS)	\$TBD	\$TBD	\$TBD	\$TBD

(End of clause)

# G.3 NFS 1852.216-76 AWARD FEE FOR SERVICES CONTRACTS (JUNE 2000) (MODIFIED)

(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) The Government will 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 the Government's "Award Fee Evaluation Plan" in Section J, Attachment J-10. 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 elsewhere in this contract. 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.4 PAYMENTS FOR USAF AWARD FEE

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. The contractor shall contact the USAF Contracting Officer for questions about billing and invoices

(End of clause)

#### G.5 AWARD FEE AVAILABILITY SCHEDULE

The amount of award fee earned shall be determined in accordance with Section J, Attachment J-10, Award Fee Evaluation Plan, and G.3, 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 Award Fee Pool shall be split 84% NASA and 16% USAF. NASA will make monthly provisional award fee payments, and a final earned award fee payment in accordance with paragraphs G.3 and G.6. The USAF will make award fee payments following the final award fee determination in accordance with G.4 and G.7. In no case shall invoiced award fee exceed the funded award fee by CLIN amounts.

TABLE G.5-1A AVA	ILABLE AND	EARNED FEE I	FOR NASA RE	<b>EQUIREMEN</b>	ГS
<b>Evaluation Period</b>	CLINs	Available Fee (84%)	Earned Fee	Score	Rating
<b>Base Period of Performance from</b>	n 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

MESC NNK07204121R

#### SECTION K REPRESENTATIONS AND INSTRUCTIONS

DRAFT RFP

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 Performa	nce from 10/1/	2013 to 9/30/2014	l .		
10/01/2013 - 09/30/2014	TBD	\$TBD	\$TBD	TBD	TBD
Second Option Period of Perform	nance from 10	/1/2014 to 9/30/20	)15		
10/01/2014 - 09/30/2015	TBD	\$TBD	\$TBD	TBD	TBD

#### TABLE G.5-1B AVAILABLE AND EARNED FEE FOR USAF REQUIREMENTS

	1	Available Fee	n n		
<b>Evaluation Period</b>	CLINs	(16%)	Earned Fee	Score	Rating
<b>Base Period of Performance from</b>	n 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
<b>First Option Period of Performa</b>	nce from 10/1/	2013 to 9/30/2014	4		
10/01/2013 - 09/30/2014	TBD	\$TBD	\$TBD	TBD	TBD
Second Option Period of Perform	nance from 10	/1/2014 to 9/30/20	)15		
10/01/2014 - 09/30/2015	TBD	\$TBD	\$TBD	TBD	TBD

(End of clause)

# G.6 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.

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

(End of clause)

#### G.7 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS FOR USAF

Note: These billing instructions apply only to the USAF CLINs as identified in B.2, Scope of Work and Contract Value. The contractor shall submit payment requests for work accomplished for the Air Force using the Wide Area Work Flow-Receipt and Acceptance electronic form.

(a) Definitions. As used in this clause—

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned

documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <u>https://wawf.eb.mil</u>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <u>https://ecweb.dfas.mil</u>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <u>http://www.X12.org</u>.

(ii) EDI implementation guides are available on the Internet at

http://www.dod.mil/dfas/contractorpay/electroniccommerce.html.

(4) Another electronic form authorized by the Contracting Officer.

(c) The Contractor may submit a payment request in non-electronic form only when-

(1) DoD is unable to receive a payment request in electronic form; or

(2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

#### G.8 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.6, Submission of Vouchers for Payment, and paragraph G.7, DFARS 252.232-7003 Electronic Submission of Payment Requests.
- 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 rates identified in Table G.8-1.
- 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.
- 4. Routine direct and indirect costs reporting requirements are outlined in DRD 1.5-001, Financial Reports.
- 5. All indirect costs shall be fully allocated each month to the appropriate CLIN's on the share ratios identified in Table G.8-1 below.

	TABLE G.8-1 NASA-USAF COST SHARE	E RATIOS FOR PWS SECTION 1.0
	NASA-KSC BASE PERIOD OF PERFORMA	NCE FROM 10/1/2008 TO 09/30/2013
CLIN	TYPE	COST SHARE RATIOS*
002	Base Period - First Year	TBD
003	Base Period - Second Year	TBD
004	Base Period - Third Year	TBD
005	Base Period - Fourth Year	TBD
006	Base Period - Fifth Year	TBD
NASA	A-KSC FIRST OPTION PERIOD OF PERFO	RMANCE FROM 10/1/2013 TO 09/30/2014
016	First Option Period	TBD
NASA	KSC SECOND OPTION PERIOD OF PERFO	DRMANCE FROM 10/1/2014 TO 09/30/2015
022	Second Option Period	TBD

029	Base Period - First Year	TBD
029	Base Period - Second Year	TBD
029	Base Period - Third Year	TBD
029	Base Period - Fourth Year	TBD
029	Base Period - Fifth Year	TBD
U	SAF FIRST OPTION PERIOD OF PERFORMANC	CE FROM 10/1/2013 TO 09/30/2014
	SAF FIRST OPTION PERIOD OF PERFORMANC USAF Option 1 - CPAF	CE FROM 10/1/2013 TO 09/30/2014 TBD
030		TBD

\* 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 equal the percentage of 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.6, Submission of Vouchers for Payment. USAF invoices shall be submitted in accordance with G.7, DFARS 252.232-7003 Electronic Submission of Payment Requests. At no time shall invoices exceed the funded cost and award fee amounts identified in paragraph G.2, tables G.2-1A NASA CLIN Funding and paragraph G.2-1B, USAF CLIN Funding.
- 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.

#### G.9 PAYMENT

Payment for work performed under this contract will be made in monthly arrears, except for payment of the award fee which will be made in accordance the instructions in paragraph G.5. The contractor shall invoice NASA and USAF separately in accordance with paragraphs G.6 and G.7 respectively. Payment for the requirements under PWS section 2.5 will be made per event, in the appropriate billing cycle. The different events that the Government may order are defined in Section B, Table B.1-2. The Government may order the items listed on the referenced table at the prices stated.

# G.10 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

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

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

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent

Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

# G.11 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (NOV 2004)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, 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 user responsibilities:

The Contractor shall assume the responsibilities as custodian / user as defined in the current edition of NPG 4200.1, NASA Equipment Management Manual and NPG 4200.2, Equipment Management Manual for Property Custodians.

The contractor shall establish and adhere to a system of written procedures for 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, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(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 45.5 and 1845.5 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 Part 45.5 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) 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.

(3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(End of clause)

#### G.12 NFS 1852.245-76 LIST OF GOVERNMENT-FURNISHED PROPERTY (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Section J, 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 the locations listed in Section F, paragraph F.2, Place of Performance – Services, and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245-1 Government property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

#### G.13 NFS 1852.245-77 LIST OF INSTALLATION-PROVIDED PROPERTY AND SERVICES (JULY 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the

performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

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

(1) Equipment to be made available is listed in Section J, Attachment J-6. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) 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 as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) 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.

(c) Supplies from stores stock.

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

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

(f) Installation service facilities

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

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

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

(j) 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.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(1) Government furnished services (GFS) to be provided to the MESC Contractor is listed in Section J, Attachment J-12.

(End of clause)

# G.14 NFS 1852.245-80 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS. (MAR 1989)

In performing this contract, the Contractor is authorized to use on a no-charge, noninterference basis the Government-owned production and research property provided to the Contractor under the contract(s) specified below and identified in the cognizant Contracting Officer's letter approving use of the property. Use is authorized on the basis that it will not interfere with performance of the Government contract(s) under which the property was originally furnished. Use shall be in accordance with the terms and conditions of these contracts and the cognizant Contracting Officer's approval letter.

Contract No(s): TBD.

(End of clause)

#### G.15 NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

- A. Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the contracting officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in section C of this contract.
- B. The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that --
  - 1. Constitutes an assignment of additional work outside the Statement of Work;
  - 2. Constitutes a change as defined in the changes clause;
  - 3. Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - 4. Changes any of the expressed terms, conditions, or specifications of the contract; or
  - 5. Interferes with the contractor's rights to perform the terms and conditions of the contract.
- C. All technical direction shall be issued in writing by the COTR.
- D. The contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph B. above, the contractor shall not proceed but shall notify the contracting officer in writing within five (5) working days after receiving it and shall request the contracting officer to take action as described in this clause. Upon receiving this notification, the contracting officer shall either issue an appropriate contract modification within a reasonable time or advise the contractor in writing within 30 days that the instruction or direction is --

- 1. Rescinded in its entirety; or
- 2. Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the contractor should proceed promptly with its performance.
- E. A failure of the contractor and the contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the disputes clause of this contract.
- F. Any action(s) taken by the contractor in response to any direction given by any person other than the contracting officer or the COTR shall be at the contractor's risk.

(End of Clause)