

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>		RATING DO-A7	PAGE 1 of 145
2. CONTRACT NO. TBD	3. SOLICITATION NO. NNK07200304R	4. TYPE OF SOLICITATION NEGOTIATED (RFP)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO. 4200200304	
7. ISSUED BY NASA/John F. Kennedy Space Center Mail Code SEB-IT Kennedy Space Center, FL 32899			CODE	8. ADDRESS OFFER TO (If other than Item 7) John F. Kennedy Space Center, NASA Mail Code: SEB-IT Kennedy Space Center, FL 32899	

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

SOLICITATION

9. Sealed offers in original and (See Section L) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in CIAO Building until **12:00 PM** local time, on **TBD**.
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <input checked="" type="checkbox"/>	A. NAME Sean D. Howe	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE (321)	NUMBER 867-7358	EXT.	C. EMAIL ADDRESS sean.d.howe@nasa.gov

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **210** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <input checked="" type="checkbox"/>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS	
(See Section I, clause No. 52-232-8)	%	%	%	%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:		AMENDMENT NO	DATE	AMENDMENT NO	DATE

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)			18. OFFER DATE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) <input checked="" type="checkbox"/>	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE John F. Kennedy Space Center, NASA General Accounting/Accounts Payable Office GG-B-C2 Kennedy Space Center, FL 32899	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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

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

TABLE B.1 -- SUMMARY OF ESTIMATED CONTRACT VALUE FOR BASIC PERIOD (FY2009 – FY2013)		
Contract Line Item Number (CLIN)	Description	Estimated Contract Value
001	Contract phase-in (FFP) NTE 90 days - 09/30/08	
002	Baseline requirements (CPAF) 10/01/08 - 09/30/13	
003	Task order requirements (CPAF ID/IQ) 10/01/08 - 09/30/13	
004	Delivery order requirements for catalog of products and services for DOD multimedia support (FFP ID/IQ) 10/01/08 -09/30/13	
005	Delivery order requirements for DOD range communications (FFP ID/IQ) 10/01/08 - 09/30/13	
	Total Estimated Contract Value	

1

TABLE B.1.A -- ESTIMATED COST AND FEE/FIXED PRICE				
Contract Line Item Number (CLIN)	Description	Negotiated Estimated Cost (NEC) or Fixed Price	Fee	Total Cost Plus Award Fee or Fixed Price
001	Contract Phase-In (FFP) NTE 90 days - 09/30/08		N/A	
002	Baseline Requirements (CPAF) 10/01/08 - 09/30/13			
003	Task Order Requirements (CPAF ID/IQ) 10/01/08 - 09/30/13			
004*	Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ) 10/01/08 - 09/30/13		N/A	
005*	Delivery Order Requirements for DOD Range Communications (FFP ID/IQ) 10/01/08 - 09/30/13		N/A	
002a	Contract Option #1 for Baseline Requirements (CPAF) 10/01/13 - 09/30/14			
003a	Contract Option #1 for Task Order Requirements (CPAF ID/IQ) 10/01/13 - 09/30/14			
004a*	Contract Option #1 for Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ) 10/01/13 - 09/30/14		N/A	
005a*	Contract Option #1 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ) 10/01/13 - 09/30/14		N/A	
002b	Contract Option #2 for Baseline Requirements (CPAF) 10/01/14 - 09/30/15			
003b	Contract Option #2 for Task Order Requirements (CPAF ID/IQ) 10/01/14 - 09/30/15			

1

TABLE B.1.A -- ESTIMATED COST AND FEE/FIXED PRICE				
Contract Line Item Number (CLIN)	Description	Negotiated Estimated Cost (NEC) or Fixed Price	Fee	Total Cost Plus Award Fee or Fixed Price
004b*	Contract Option #2 for Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ) 10/01/14 - 09/30/15		N/A	
005b*	Contract Option #2 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ) 10/01/14 - 09/30/15		N/A	
002c	Contract Option #3 for Baseline Requirements (CPAF) 10/01/15 - 09/30/16			
003c	Contract Option #3 for Task Order Requirements (CPAF ID/IQ) 10/01/15 - 09/30/16			
004c*	Contract Option #3 for Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ) 10/01/15 - 09/30/16		N/A	
005c*	Contract Option #3 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ) 10/01/15 - 09/30/16		N/A	
002d	Contract Option #4 for Baseline Requirements (CPAF) 10/01/16 - 09/30/17			
003d	Contract Option #4 for Task Order Requirements (CPAF ID/IQ) 10/01/16 - 09/30/17			
004d*	Contract Option #4 Delivery Order Requirements for Catalog of Products and Services for DOD Multimedia Support (FFP ID/IQ) 10/01/16 - 09/30/17		N/A	
005d*	Contract Option #4 for Delivery Order Requirements for DOD Range Communications (FFP ID/IQ) 10/01/16 - 09/30/17		N/A	
006	Award Fee for CLIN 002 & 003 (002a, 003a, 002b, 003b, 002c, 003c, 002d, 003d)*	N/A	N/A	N/A

* CLINs 004 & 005 (and associated options) contract value will be captured by a yearly modification.

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3
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TABLE B.1.B -- BREAKDOWN OF BASELINE REQUIREMENTS PERIOD COST AND FEE				
CLIN	Description	Negotiated Estimated Cost (NEC)	Award Fee (CLIN 006)	Total NEC Plus Award Fee Total
002	10/01/08 – 09/30/09			
	10/01/09 – 09/30/10			
	10/01/10 – 09/30/11			
	10/01/11 – 09/30/12			
	10/01/12 – 09/30/13			
002a	10/01/13 – 09/30/14			
002b	10/01/14 – 09/30/15			
002c	10/01/15 – 09/30/16			
002d	10/01/16 – 09/30/17			
TOTALS				

1
2 (End of clause)

3
4 **B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS (CLINS 003, 004, AND 005)**

5
6
7 The Government may order ID/IQ services at any time after contract start, in accordance with the
8 procedures set forth in clauses H.3, H.24.I, and FAR 52.216-19 (Section I) of this contract. The
9 contractor shall only accept task orders/delivery orders officially issued and/or modified by the
10 Contracting Officer.

11
12 To support CLIN 003 and associated options, if exercised (CLINs 003a, 003b, 003c, and 003d),
13 the contractor shall support the development, evaluation, implementation, and activation of one-
14 of-a-kind or next-generation communications and information technology capabilities and major
15 upgrades. The Government will define the overall requirements of each order, including
16 intermediate and final deliverable end items. CLIN 003 and associated options task orders will
17 be issued as CPAF. Funding for CLIN 003 (and associated options) activities will be captured
18 under Attachment J-3.

19
20 To support delivery orders under CLINs 004, 005, and associated options if exercised (CLINs
21 004a, 005a, 004b, 005b, 004c, 005c, 004d, and 005d) for DoD requirements, the contractor shall
22 price requirements for fixed price packages and labor hours using the fully burdened, fixed-price
23 rates shown in Attachment J-4 for CLIN 004 (and associated options), and in Attachment J-5 for
24 CLIN 005 (and associated options).

1

Table B.2 -- INDEFINITE DELIVERY/INDEFINITE QUANTITY ITEMS		
CLIN	Description	Location
003 (a, b, c, & d)	Task Order Requirements (CPAF ID/IQ)	Attachment J-3
004 (a, b, c, & d)	Delivery Order Requirements for Catalog of Products and Services for DoD Multimedia Support (FFP ID/IQ)	Attachment J-4
005 (a, b, c, & d)	Delivery Order Requirements for DoD Range Communications (FFP ID/IQ)	Attachment J-5

2

(End of clause)

3

4

B.3 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990) (MODIFIED) (CLIN 002)

6

For purposes of payment of cost and fee, in accordance with the Limitation of Funds or Limitation of Costs clause as applicable, the total amounts allotted by the Government to this contract and the period of performance covered by these amounts are specified in Table B.3.

10

TABLE B.3 -- CONTRACT FUNDING FOR BASELINE REQUIREMENTS (CLINs 002 (a, b, c, & d) & 006)				
AS OF MOD #	ALLOTTED COST	ALLOTTED AWARD FEE	ALLOTTED TOTAL COST AND AWARD FEE	ADEQUATE THROUGH
Basic				

11

(End of clause)

12

13

B.4 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

15

The estimated cost of this contract is \$_____. The maximum available award fee, excluding base fee, if any, is \$_____. Total estimated cost and maximum award fee are \$_____.

18

19

(End of clause)

20

21

22

[END OF SECTION]

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF WORK

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

(End of clause)

C.2 DATA REQUIREMENTS LIST (DRL)

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

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

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

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

(End of clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

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

(End of clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

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

(End of clause)

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

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

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

(End of clause)

E.3 SUBMISSION OF MATERIAL INSPECTION AND RECEIVING REPORTS

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

(End of clause)

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

If the Contracting Officer determines that DD Form 250 is required from E.3 above then:

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

(End of clause)

E.5 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

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

(End of clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

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

(End of clause)

F.2 DELIVERY INSTRUCTIONS

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

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

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

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

Additional delivery instructions: TBD

Additional marking instructions: TBD

(End of clause)

F.3 PLACE OF PERFORMANCE

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

(End of clause)

F.4 PERIOD OF PERFORMANCE (CLINS 002, 003, 004, & 005)

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

(End of clause)

F.5 OPTION TO EXTEND (CLINS 002, 003, 004, & 005)

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

<u>OPTION</u>	<u>PERIOD OF PERFORMANCE</u>
Option Period 1 (CLINs 002a, 003a, 004a, 005a)	October 1, 2013, through September 30, 2014
Option Period 2 (CLINs 002b, 003b, 004b, 005b)	October 1, 2014, through September 30, 2015
Option Period 3 (CLINs 002c, 003c, 004c, 005c)	October 1, 2015, through September 30, 2016
Option Period 4 (CLINs 002d, 003d, 004d, 005d)	October 1, 2016, through September 30, 2017

- (a) The Government may extend the term of this contract by written notice to the contractor within 30 days; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) In accordance with NFS 1817.207-70 (b) (1), the Government will perform an analysis to determine whether exercise of the option is in the Government's best interest. The analysis required to support the option exercise determination must include consideration of other factors in addition to price. In addition the other factors contained in FAR 17.207(e), the determination to exercise the option will consider, but is not limited to, the contractor's performance in satisfying contract requirements, for example, receiving positive performance ratings and the contractor's level of success.

- (c) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (d) The Government may exercise one or more of the options specified in the contract consecutively or concurrently if it is deemed in the best interest of the Government.
- (e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed nine (9) years.

(End of clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

CLAUSE NUMBER	DATE	TITLE
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE - LICENSING
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-72	MAR 1989	LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES

(End of clause)

G.2 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (JUN 2000) (MODIFIED) (CLINS 002 & 003)

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

(b) Beginning 6 months after the effective date of this contract, the Government will evaluate the contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the contractor's performance in accordance with Attachment J-2, Award Fee Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the contractor in writing of the evaluation results. The John F. Kennedy Space Center, General Accounting A/P, GG-B-C2 will make payment based on issuance of unilateral modification by Contracting Officer

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an

1 amount that the Contracting Officer considers necessary to protect the Government's
2 interest. This reserve shall not exceed 15 percent of the total potential award fee.

3
4 (e) The amount of award fee which can be awarded in each evaluation period is limited to the
5 amounts set forth at clause G.3. Award fee which is not earned in an evaluation period
6 cannot be reallocated to future evaluation periods.

7
8 (f)

9
10 (1) Provisional award fee payments will be made under this contract pending the
11 determination of the amount of fee earned for an evaluation period. If applicable,
12 provisional award fee payments will be made to the contractor on a monthly basis.
13 The total amount of award fee available in an evaluation period that will be
14 provisionally paid is the lesser of 80 percent or the prior period's evaluation score.

15
16 (2) Provisional award fee payments will be superseded by the final award fee evaluation
17 for that period. If provisional payments exceed the final evaluation score, the
18 contractor will either credit the next payment voucher for the amount of such
19 overpayment or refund the difference to the Government, as directed by the
20 Contracting Officer.

21
22 (3) If the Contracting Officer determines that the contractor will not achieve a level of
23 performance commensurate with the provisional rate, payment of provisional award
24 fee will be discontinued or reduced in such amounts as the Contracting Officer deems
25 appropriate. The Contracting Officer will notify the contractor in writing if it is
26 determined that such discontinuance or reduction is appropriate.

27
28 (4) Provisional award fee payments will be made prior to the first award fee
29 determination by the Government.

30
31 (g) Award fee determinations are unilateral decisions made solely at the discretion of the
32 Government.

33
34 (End of clause)

35
36 **G.3 AWARD FEE (CLINS 002 & 003)**

37
38 The amount of fee earned by the contractor under CLINs 002 and 003, and associated options,
39 shall be determined in accordance with Attachment J-2, Award Fee Evaluation Plan. The
40 amount of available and earned fee, by evaluation period, is provided in Table G.3 below.
41 Award fee will be captured as CLIN 006.

1

TABLE G.3 AVAILABLE AND EARNED FEE (CLIN 006)						
CLINs 002 & 003	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	Fee Mod No.
1	10/01/08 - 03/31/09					
2	04/01/09 - 09/30/09					
3	10/01/09 - 03/31/10					
4	04/01/10 - 09/30/10					
5	10/01/10 - 03/31/11					
6	04/01/11 - 09/30/11					
7	10/01/11 - 03/31/12					
8	04/01/12 - 09/30/12					
9	10/01/12 - 03/31/13					
10	04/01/13 - 09/30/13					
CLINs 002a & 003a						
11	10/01/13 - 03/31/14					
12	04/01/14 - 09/30/14					
CLINs 002b & 003b						
13	10/01/14 - 03/31/15					
14	04/01/15 - 09/30/15					
CLINs 002c & 003c						
15	10/01/15 - 03/31/16					
16	04/01/16 - 09/30/16					
CLINs 002d & 003d						
17	10/01/16 - 03/31/17					
18	04/01/17 - 09/30/17					

2

3 (End of clause)

4

5 **G.4 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)**

6

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

10

11 (b)

12

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

15

1 NASA/John F. Kennedy Space Center
 2 General Accounting/Accounts Payable Office
 3 GG-B-C2
 4 Kennedy Space Center, FL 32899
 5

- 6 (2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the
 7 contractor to submit interim vouchers directly to the Government paying office,
 8 interim vouchers are not required to be sent to the Auditor, and are considered to be
 9 provisionally approved for payment, subject to final audit.
- 10
- 11 (3) Copies of vouchers should be submitted as directed by the Contracting Officer.
- 12
- 13 (c) If the contractor is not authorized to submit interim cost vouchers directly to the paying
 14 office as described in paragraph (b), the contractor shall prepare and submit vouchers as
 15 follows:
- 16
- 17 (1) One original Standard Form (SF) 1034, SF 1035, or equivalent contractor's
 18 attachment to the cognizant DCAA office
 19
 20 (Mailing address to be provided at time of contract award)
- 21
- 22 (2) Five copies of SF 1034A, SF 1035A, or equivalent contractor's attachment to the
 23 following offices by insertion in the memorandum block of their names and
 24 addressees:
- 25
- 26 (i) Copy 1 - NASA Contracting Officer
- 27
- 28 (ii) Copy 2 - DCAA Auditor
- 29
- 30 (iii) Copy 3 - Contractor
- 31
- 32 (iv) Copy 4 - Contract Administration Office, if delegated
- 33
- 34 (v) Copy 5 - Project Management Office
- 35
- 36 (3) The Contracting Officer may designate other recipients as required.
- 37
- 38 (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in
 39 paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

40
 41 NASA/John F. Kennedy Space Center
 42 Attn: Contracting Officer
 43 Mail Code OP-ES
 44 Kennedy Space Center, FL 32899
 45

1 This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause
 2 of this contract.

3
 4 (e) In the event that amounts are withheld from payment in accordance with provisions of this
 5 contract, a separate voucher for the amount withheld will be required before payment for
 6 that amount may be made.

7
 8 (End of clause)

9
 10 **G.5 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE**
 11 **AND PATENT REPRESENTATIVE (JULY 1997)**

12
 13 (a) For purposes of administration of the clause of this contract entitled "New Technology" or
 14 "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the
 15 following named representatives are hereby designated by the Contracting Officer to
 16 administer such clause:

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

17
 18
 19 (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final
 20 reports, utilization reports, and other reports required by the clause, as well as any
 21 correspondence with respect to such matters, should be directed to the New Technology
 22 Representative unless transmitted in response to correspondence or request from the Patent
 23 Representative. Inquiries or requests regarding disposition of rights, election of rights, or
 24 related matters should be directed to the Patent Representative. This clause shall be
 25 included in any subcontract hereunder requiring a "New Technology" clause or "Patent
 26 Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or
 27 directed by the Contracting Officer. The respective responsibilities and authorities of the
 28 above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

29
 30 (End of clause)

31
 32 **G.6 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT**
 33 **PROPERTY (NOV 2004) -- ALTERNATE I (NOV 2004)**

34
 35 (a) The Government property described in the clause at 1852.245-77, List of Installation-
 36 Accountable Property and Services, shall be made available to the contractor on a no-
 37 charge basis for use in performance of this contract. This property shall be utilized only
 38 within the physical confines of the NASA installation that provided the property. Under

1 this clause, the Government retains accountability for, and title to, the property, and the
2 contractor assumes the following user responsibilities:
3

4 The contractor shall assume the responsibilities as custodian/user as defined in the current
5 edition of NPG 4200.1, NASA Equipment Management Manual and NPG 4200.2,
6 Equipment Management Manual for Property Custodians.
7

8 The contractor shall establish and adhere to a system of written procedures for compliance
9 with these user responsibilities. Such procedures must include holding employees liable,
10 when appropriate, for loss, damage, or destruction of Government property.
11

12 (b)

13
14 (1) The official accountable recordkeeping, physical inventory, financial control, and
15 reporting of the property subject to this clause shall be retained by the Government
16 and accomplished by the installation Supply and Equipment Management Officer
17 (SEMO) and Financial Management Officer. If this contract provides for the
18 contractor to acquire property, title to which will vest in the Government, the
19 following additional procedures apply:
20

21 (i) The contractor shall not utilize the installation's central receiving facility for
22 receipt of contractor-acquired property. However, the contractor shall provide
23 listings suitable for establishing accountable records of all such property
24 received, on a quarterly basis, to the Contracting Officer and the Supply and
25 Equipment Management Officer.
26

27 (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by
28 the vendor, to the installation central receiving area:
29

30 (iii) The contractor shall establish a record of the property as required by FAR 45.5
31 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149
32 Requisition and Invoice/Shipping Document (or installation equivalent) to
33 transfer accountability to the Government within 5 working days after receipt of
34 the property by the contractor. The contractor is accountable for all contractor-
35 acquired property until the property is transferred to the Government's
36 accountability.
37

38 (iv) Contractor use of Government property at an off-site location and off-site
39 subcontractor use require advance approval of the Contracting Officer and
40 notification of the SEMO. The contractor shall assume accountability and
41 financial reporting responsibility for such property. The contractor shall
42 establish records and property control procedures and maintain the property in
43 accordance with the requirements of FAR Part 45.5 until its return to the
44 installation.
45

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

7
8 (3) The contractor shall not utilize the installation's central receiving facility for receipt
9 of contractor-acquired property. However, the contractor shall provide listings
10 suitable for establishing accountable records of all such property received, on a
11 quarterly basis, to the Contracting Officer and the Supply and Equipment
12 Management Officer.

13
14 (End of clause)

15
16 **G.7 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE**
17 **CUSTODY OF CONTRACTORS (OCT 2003)**
18

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

23
24 (b)

25
26 (1) Subcontractor use of NF 1018 is not required by this clause; however, the contractor
27 shall include data on property in the possession of subcontractors in the annual
28 NF 1018.

29
30 (2) The contractor shall mail the original signed NF 1018 directly to the cognizant
31 NASA Center Deputy Chief Financial Officer, Finance, unless the contractor uses the
32 NF 1018 Electronic Submission System (NESS) for report preparation and
33 submission.

34
35 (3) One copy shall be submitted (through the DoD Property Administrator if contract
36 administration has been delegated to DoD) to the following address: [Insert name
37 and address of appropriate NASA Center office.], unless the contractor uses the
38 NF 1018 Electronic Submission System (NESS) for report preparation and
39 submission.

40
41 (c)

42
43 (1) The annual reporting period shall be from October 1 of each year through September
44 30 of the following year. The report shall be submitted in time to be received by
45 October 15. The information contained in these reports is entered into the NASA
46 accounting system to reflect current asset values for agency financial statement

1 purposes. Therefore, it is essential that required reports be received no later than
2 October 15. Some activity may be estimated for the month of September, if
3 necessary, to ensure the NF 1018 is received when due. However, contractor's
4 procedures must document the process for developing these estimates based on
5 planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor
6 Financial Management Report) cost estimates. It should be supported and
7 documented by historical experience or other corroborating evidence, and be retained
8 in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors
9 shall validate the reasonableness of the estimates and associated methodology by
10 comparing them to the actual activity once that data is available, and adjust them
11 accordingly. In addition, differences between the estimated cost and actual cost must
12 be adjusted during the next reporting period. Contractors shall have formal policies
13 and procedures, which address the validation of NF 1018 data, including data from
14 subcontractors, and the identification and timely reporting of errors. The objective of
15 this validation is to ensure that information reported is accurate and in compliance
16 with the NASA FAR Supplement. If errors are discovered on NF 1018 after
17 submission, the contractor shall contact the cognizant NASA Center Industrial
18 Property Officer (IPO) within 30 days after discovery of the error to discuss
19 corrective action.

- 20
21 (2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve
22 not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less,
23 has been set aside, if the contractor fails to submit annual NF 1018 reports in
24 accordance with 1845.505-14 and any supplemental instructions for the current
25 reporting period issued by NASA. Such reserve shall be withheld until the
26 Contracting Officer has determined that NASA has received the required reports.
27 The withholding of any amount or the subsequent payment thereof shall not be
28 construed as a waiver of any Government right.

- 29
30 (d) A final report shall be submitted within 30 days after disposition of all property subject to
31 reporting when the contract performance period is complete in accordance with (b)(1)
32 through (3) of this clause.

33
34 (End of clause)

35
36 **G.8 NFS 1852.245-76 LIST OF GOVERNMENT-FURNISHED PROPERTY (OCT**
37 **1988)**

38
39 For performance of work under this contract, the Government will make available Government
40 property identified in Attachment J-1, Appendix 11 of this contract on a no-charge-for-use basis.
41 The contractor shall use this property in the performance of this contract at Kennedy Space
42 Center, FL and at other location(s) as may be approved by the Contracting Officer. Under the
43 FAR 52.245 Government Property clause of this contract, the contractor is accountable for the
44 identified property.

45
46 See Attachment J-1, Appendix 11

1
2 (End of clause)

3
4 **G.9 NFS 1852.245-77 LIST OF INSTALLATION-PROVIDED PROPERTY AND**
5 **SERVICES (JULY 1997) (MODIFIED)**
6

7 In accordance with the clause at 1852.245-71, Installation-Accountable Government Property,
8 the contractor is authorized use of the types of property and services listed below, to the extent
9 they are available, in the performance of this contract within the physical borders of the
10 installation, including CCAFS and all other locations referenced in the PWS, which may include
11 buildings and space owned or directly leased by NASA in close proximity to the installation, if
12 so designated by the Contracting Officer.

- 13
14 (a) Office Space/Work Area Space, Office Moves and Alterations, and Space Planning
15 including non-controlled general and special-purpose equipment and office furniture.
16 Government telephones are available for official purposes.
17
18 (1) Equipment to be made available is listed in Section J-1, Appendix 11. The
19 Government retains accountability for this property under the clause at 1852.245-71,
20 Installation-Accountable Government Property, regardless of its authorized location.
21
22 (2) The contractor shall not bring to the installation for use under this contract any
23 property owned or leased by the contractor, or other property that the contractor is
24 accountable for under any other Government contract, without the Contracting
25 Officer's prior written approval.
26
27 (b) Utilities including water, electricity, natural gas, and sewage treatment will be provided
28 by the Government to the contractor's assigned facilities. Chilled water, high temperature
29 hot water, and compressed air are provided to the contractor's assigned facilities by the
30 Government from the Utility Annex, Industrial Area Chiller Plant, Hypergol Maintenance
31 Facility, Heat Plant and Central Heat Plant.
32
33 (c) Food services privileges for contractor employees during normal operating hours.
34
35 (d) Locksmith services.
36
37 (e) Real Property Management.
38
39 (f) Utility and locate plans services.
40
41 (g) Dig permits approval.
42
43 (h) Repairing of all roads, airfield, parking lots, pavement, and bridges due to trenching
44 activities.
45
46 (i) Land clearing of all vegetative material for trenching activities.

- 1
2 (j) Grounds and landscape maintenance; maintain "cleared" lines of sight for tracking sites,
3 fence lines and utility corridors; and pest control services for facilities.
4
5 (k) Collection and disposal of refuse and bulk items.
6
7 (l) Facility cleaning.
8
9 (m) Comprehensive managed fire prevention, fire protection, and emergency services
10 including hazardous material emergency response support; support technical fire and
11 rescue investigations; and emergency medical services.
12
13 (n) Fire inspection permits, fire extinguishers, fire prevention education, and mitigation of all
14 hazardous material spills or releases.
15
16 (o) Burn permits approval.
17
18 (p) Law enforcement, investigations, badging and identification, and personnel security.
19
20 (q) Fire Fighting services.
21
22 (r) Scheduled shuttle route bus service including pad support.
23
24 (s) Hazardous and controlled waste management and off-site shipment for treatment and
25 disposal of hazardous and controlled waste.
26
27 (t) Mail services.
28
29 (u) Safety, health, skills, and operational area access training.
30
31 (v) Occupational health examinations, treatments, medical reviews, laboratory, Emergency
32 Medical Services (EMS), Employee Assistance Program (EAP), health education and
33 wellness, health training, and administrative management for KSC and CCAFS for on the
34 job related injuries and illnesses.
35
36 (w) Environmental Health (EH) Program for operational support, and consultation services.
37
38 (x) Sanitary surveys of designated facilities, bottled water sources, and chemical toilets.
39
40 (y) Administrative and scientific desktop computers, associated administrative printers and
41 peripherals, cell phones, Hand-Held devices (Blackberries, Treos, and Windows Mobile),
42 e-mail, and account services obtained through the standard Outsourcing Desktop Initiative
43 for NASA (ODIN) and successor catalog.
44
45 (z) Office Copier Machines, Fax Machines and Multi-Functional Devices (MFD).
46

- 1 (aa) Calibration service for Standards and Test, Measurement, and Diagnostic Equipment
2 (TMDE), including related repairs.
3
- 4 (bb) Sampling services and related engineering support.
5
- 6 (cc) Sandblasting & coating.
7
- 8 (dd) Heavy equipment maintenance and proofloading.
9
- 10 (ee) Packaging and shipping including to TAL sites.
11
- 12 (ff) Property excess for NASA.
13
- 14 (gg) Long distance phone capabilities.
15
- 16 (hh) Malfunction analysis.
17
- 18 (ii) Structural engineering design and analysis.
19
- 20 (jj) Specialized vehicle maintenance.
21
- 22 (kk) Supply support and services.
23
- 24 (ll) Aircraft for aerial Photography/Videography.
25
- 26 (mm) Rigging, high lift, and heavy lift support.
27
- 28 (nn) Non-destructive evaluation radiography.
29
- 30 (oo) Security including TAL sites.
31
- 32 (pp) Delivery of fuel for vehicles and generators in the field.
33
- 34 (qq) Structural and Power Systems Engineering Services.
35
- 36 (rr) Ships for Sea Photography/Videography.
37
- 38 (ss) Base and Range shop support.
39
- 40 (tt) Portable Pressure Vessel Maintenance and Repair Services.
41
- 42 (uu) Maintenance and Shop Support Services.
43
- 44 (vv) Directional Boring
45

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

4
 5 A) Justifications for new installations, relocations, or removals of the provided
 6 devices.

7
 8 B) Service level justifications for upgrades or downgrades.

9
 10 C) Validate and report any discrepancies of the monthly invoice within five working
 11 days of receipt.

12
 13 In the event that the Government is unable to provide the items specified in paragraphs (a)
 14 through (vv) above, or in the event the items are not available in a timely manner through
 15 Government resources, such items as are required in the performance of this contract may be
 16 procured by the contractor with the prior written approval of the Contracting Officer.

17
 18 The contractor agrees to make every reasonable effort to anticipate and make known to the
 19 Government what its requirements are sufficiently in advance to permit the Government to fulfill
 20 them in a timely manner in order to minimize contractor procurement.

21
 22 Items generally considered "Fixtures" (e.g., becomes a part of the premises when installed, such
 23 as water coolers, air-conditioners, partitions) shall not be purchased by the contractor under the
 24 authority of this clause. Additionally, items of a capital nature shall not be purchased under the
 25 authority of this clause without the prior written approval of the Contracting Officer.

26
 27 (End of clause)

28
 29 **G.10 NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

30
 31 (a) Performance of the work under this contract is subject to the written technical direction of
 32 the Contracting Officer Technical Representative (COTR), who shall be specifically
 33 appointed by the Contracting Officer in writing in accordance with NFS 1842.270.
 34 "Technical direction" means a directive to the contractor that approves approaches,
 35 solutions, designs, or refinements; fills in details or otherwise completes the general
 36 description of work or documentation items; shifts emphasis among work areas or tasks; or
 37 furnishes similar instruction to the contractor. Technical direction includes requiring
 38 studies and pursuit of certain lines of inquiry regarding matters within the general tasks and
 39 requirements in Section C of this contract.

40
 41 (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to
 42 be technical direction that--

43
 44 (1) Constitutes an assignment of additional work outside the statement of work;

45
 46 (2) Constitutes a change as defined in the changes clause;

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

**G.11 CONTRACT ADMINISTRATION DATA FOR DOD REQUIREMENTS
(CLINS 004 & 005)**

The following clauses are DOD Requirements under CLINs 004, 005, and associated options.

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

3
 4 **CONTRACTORS AND CUSTOMERS - PLEASE NOTE IMPORTANT INVOICE AND**
 5 **RECEIVING REPORT INFORMATION:**

6
 7 (a) Wide Area Workflow -Receipt and Acceptance (WAWF-RA) Invoicing System: In
 8 accordance with DFARS clause 252-232-7003, entitled “Electronic Submission of
 9 Payment Requests,” the Department of Defense (DoD) has implemented a new electronic
 10 invoicing system, known as Wide Area Work Flow – Receipt and Acceptance (WAWF-
 11 RA), which is designed to automate and expedite commercial invoices and Government
 12 receiving reports by electronically processing these items. WAWF-RA will simplify your
 13 Government invoicing process, allow you to monitor you payment status online, and
 14 ensure faster payment transactions for your company. WAWF-RA is a web-based program
 15 and is available at no cost to your company. For assistance with WAWF, please call **1-866-**
 16 **618-5988**. To register your company for WAWF, simply log into <https://wawf.eb.mil>.
 17 Step-by-step instructions on how to register and how to submit invoices through WAWF-
 18 RA are outlined at <https://rmb.ogden.disa.mil>. There is a training web site that provides
 19 hands-on training in a non-production environment at the following link
 20 <https://wawftraining.eb.mil>.

21
 22 You will also need to update your Centralized Contractor Registration (CCR) account with
 23 your Electronic Business Point of Contact (EBPOC). The primary responsibility of your
 24 EBPOC will be to register additional company personnel in the WAWF-RA system.
 25 General questions concerning payment should be directed to the Defense Finance
 26 Accounting Services (DFAS) Customer Service number at 1-800-756-4571.

27
 28 NOTE: Invoices against firm fixed price contracts are to be sent directly to DFAS via
 29 WAWF, not the contracting office. Submission of invoices to the contracting office
 30 unnecessarily delays payment.

- 31
 32 (b) Invoices and receiving reports will be processed using wide area work flow.
 33
 34 (c) The invoice type for this contract/delivery order is: wide area work flow.
 35
 36 (d) The contract payment office is DFAS DAYTON, unless otherwise specified in block 27 of
 37 the SF 1449 or block 15 0f the DD1155.
 38
 39 (e) The fax number for DFAS DAYTON is 1-866-244-2894.
 40
 41 (f) The DFAS DAYTON customer service number is 1-800-756-4571 (option 2, option 3).
 42
 43 (g) The DFAS DAYTON payment office DODAAC is F03000.
 44
 45 (h) The issuing office DODAAC is FA2521.
 46

- 1 (i) The administration office DODAAC is FA2521.
2
3 (j) The ship to (inspection office) DODAAC will be specified on each delivery order under
4 the ship address (i.e. F3K8B1).
5

6 (End of clause)
7

8 **II. DFARS 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**
9

10 When submitting a request for payment, the contractor shall--
11

- 12 (a) Identify the contract line item(s) on the payment request that reasonably reflect contract
13 work performance; and
14
15 (b) Separately identify a payment amount for each contract line item included in the payment
16 request.
17

18 (End of clause)
19

20 **III. DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS**
21 **(MAR 2007)**
22

- 23 (a) Definitions. As used in this clause –
24

- 25 (1) Contract financing payment and invoice payment have the meanings given in section
26 32.001 of the Federal Acquisition Regulation.
27
28 (2) Electronic form means any automated system that transmits information
29 electronically from the initiating system to all affected systems. Facsimile, e-mail,
30 and scanned documents are not acceptable electronic forms for submission of
31 payment requests. However, scanned documents are acceptable when they are part of
32 a submission of a payment request made using one of the electronic forms provided
33 for in paragraph (b) of this clause.
34
35 (3) Payment request means any request for contract financing payment or invoice
36 payment submitted by the contractor under this contract.
37

- 38 (b) Except as provided in paragraph (c) of this clause, the contractor shall submit payment
39 requests using one of the following electronic forms:
40

- 41 (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding
42 WAWF-RA is available on the Internet at <https://wawf.eb.mil>.
43
44 (2) Web Invoicing System (WInS). Information regarding WInS is available on the
45 Internet at <https://ecweb.dfas.mil>.
46

- 1 (3) American National Standards Institute (ANSI) X.12 electronic data interchange
2 (EDI) formats.
3
4 (i) Information regarding EDI formats is available on the Internet at
5 <http://www.X12.org>.
6
7 (ii) EDI implementation guides are available on the Internet at [http://](http://www.dod.mil/dfas/contractorpay/electroniccommerce.html)
8 www.dod.mil/dfas/contractorpay/electroniccommerce.html.
9
10 (4) Another electronic form authorized by the Contracting Officer.
11
12 (c) The contractor may submit a payment request in non-electronic form only when –
13
14 (1) DoD is unable to receive a payment request in electronic form; or
15
16 (2) The Contracting Officer administering the contract for payment has determined, in
17 writing, that electronic submission would be unduly burdensome to the contractor. In
18 such cases, the contractor shall include a copy of the Contracting Officer's
19 determination with each request for payment.
20
21 (d) The contractor shall submit any non-electronic payment requests using the method or
22 methods specified in Section G of the contract.
23
24 (e) In addition to the requirements of this clause, the contractor shall meet the requirements of
25 the appropriate payment clauses in this contract when submitting payments requests.
26
27 (End of clause)

28
29 [END OF SECTION]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE

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

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

(End of clause)

H.2 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (NOV 2006)

(a) Identification of Employees:

(1) Badging

(i) Kennedy Space Center (KSC) badging is mandatory for all contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary.

1 Identification and badging of employees must be completed prior to issuance of
2 a Notice to Proceed by the Contracting Officer, if applicable, or commencement
3 of activities by unbadged employees.
4

- 5 (ii) Prior to proceeding with performance, the contractor shall submit the following
6 information to the Contracting Officer, who will certify it and pass the
7 information on to the Badging Office:
8
9 a. Contract number and location of work site(s);
10
11 b. Contract commencement and completion dates;
12
13 c. Status as prime or subcontractor; and,
14
15 d. Name of the contractor designated security/badging official. (Designated
16 badging officials must receive a badging briefing, identifying badging
17 requirements/restrictions, prior to being authorized as badging officials.)
18
- 19 (iii) During performance of this contract, issued badges shall be worn by contractor
20 employees and prominently displayed at all times while on KSC or CCAFS
21 property, unless wearing the badge creates a safety hazard. Upon termination of
22 an employee, or completion/termination of the contract, the contractor shall
23 immediately deliver such employee's identification and access badge(s) to the
24 Security Badging office, either at a Pass and Identification Station (PIDS) or in
25 the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA
26 Identification badges remain the property of NASA and the Government
27 reserves the right to invalidate/confiscate such badges at any time.
28
- 29 (iv) To ensure timely and efficient issuance of identification and special access
30 badges to contractor personnel, immediately after contract award but prior to
31 notice to proceed or work on-site, the contractor shall designate in writing to the
32 Contracting Officer a security/badging official for the contract/contractor.
33 Concurrently, the designated security/badging official shall submit to the
34 Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for
35 each employee requiring access to KSC or CCAFS. This is the minimum
36 paperwork required for each employee (and subcontractor employee) for
37 issuance of identification badges only.
38
- 39 (2) Homeland Security Presidential Directive (HSPD) 12, Federal Information
40 Processing Standards (FIPS) Publication 201, and Office of Management and Budget
41 (OMB) Guidance M-05-24 Compliance
42
- 43 (i) In compliance with Homeland Security Presidential Directive (HSPD) 12,
44 Federal Information Processing Standards (FIPS) Publication 201, and Office of
45 Management and Budget (OMB) Guidance M-05-24, all persons who will have
46 access to Government controlled facilities or access to a Federal information

1 system for a period of in excess of 180 days must have a favorably completed
2 National Agency Check with Written Inquiries (NACI). To accomplish this, the
3 forms listed below need to be submitted to the Personnel Security Support
4 Office, Room 1503, KSC Headquarters Building. FIPS Pub 201 requires
5 identification verification be accomplished by the applicant (person to be
6 badged) providing two items of identification listed in Department of Homeland
7 Security (DHS) Form I-9.

- 8
9 a. KSC Form 20 – 87, NASA PRP Investigation and Qualification Data
10 Request;
11
12 b. FD Form 258, Fingerprint Card,
13
14 c. Standard Form 85, Questionnaire for Non-Sensitive Positions; and,
15
16 d. Optional Form 306, Declaration for Federal Position Employment.

17
18 (b) Badging Restrictions/Categories:

- 19
20 (1) White Temporary Pass (WTP). Under current KSC security restrictions, an
21 “Unescorted” White Temporary Pass (WTP) is required for unescorted entry through
22 the KSC perimeter gates. (Permanent picture badges are no longer required.) The
23 contractor’s designated security/badging official is authorized to request issuance of
24 WTPs (or consent to retain existing WTPs) for those individuals that he/she can
25 “vouch” for, based upon verification of U.S. citizenship and demonstrated work
26 history. The contractor security/badging official is responsible for ensuring the
27 integrity of this system, will be held accountable for issuance of a WTP to any
28 unauthorized individual, and is responsible for the behavior of anyone for whom s/he
29 authorizes a badge.
30
31 (2) Pink Temporary Pass (PTP). Any individual for whom the designated
32 security/badging official cannot “vouch” in accordance with the above criteria will be
33 issued a “To Be Escorted” Pink Temporary Pass (PTP). All persons with PTPs,
34 including vendors, must be signed in at the perimeter gate and escorted to and from
35 the job site. The escort must maintain visual contact with their escortee(s) at all times
36 and shall escort them off KSC property at the conclusion of their on-site work.
37
38 (3) Green Temporary Pass (GTP). Persons who are not a United States citizen or are an
39 employee of a foreign Government, company, or other foreign entity must be so
40 identified by being issued a green temporary pass. Each such employee must obtain
41 individual prior approval for entry from the KSC International Visits Coordinator
42 (IVC) in the NASA Protective Services Office (TA-G).
43
44 (4) Access to Controlled Areas within KSC:
45

- 1 (i) Certain areas within KSC have been designated as Controlled Areas. These are
2 normally surrounded by fencing and have an entrance gate monitored by a
3 security officer or a monitoring device. Access into such areas is classified as
4 either “escorted” or “unescorted” access. For unescorted access into these
5 areas, for each employee, the contractor must submit to the Contracting
6 Officer’s Technical Representative (COTR), in addition to the NACI forms
7 listed above in paragraph A.3.a-d, a NASA Form 1730, Request for Unescorted
8 Access/Personnel Reliability Program.
9
- 10 (ii) The NASA Protective Services Office, or its designee, the Personnel Security
11 Support Office (PSSO), will determine whether the person is eligible for
12 unescorted access within 14 working days after the receipt of the properly
13 completed forms and so inform the COTR. The COTR will notify the
14 contractor of the NASA Protective Services Office’s approval/disapproval.
15 Access to controlled areas is granted when the requisite safety training has been
16 successfully completed.
17
- 18 (iii) All contractor employees utilized on the job site will not require unescorted
19 access. However, it is the contractor’s responsibility to designate and submit
20 the required information on a sufficient number to provide escort service to
21 those not cleared for unescorted access. The contractor escort will be required
22 to meet the work crew at the security area gate at the beginning of the
23 contractor’s workday/shift and escort them as a group to the job site. The escort
24 will keep the crews within site until they are escorted back to the area gate at the
25 end of the workday. No authorized personnel will leave the immediate work
26 area without an appropriately badged escort.
27
- 28 (iv) The Government will provide, at no cost to the contractor, investigative services
29 for a designated number of employees/workers escorts. If, through attrition or
30 personnel turnover, the contractor requires additional employees to be
31 investigated for unescorted access, the contract price shall be reduced by
32 \$100.00 per person in excess of the designated number. If, because of varying
33 mobilization approaches, the contractor desires unescorted access for more than
34 the stated quantity, the contractor may request additional clearances at a
35 reduction in contract price of \$100.00 per person.
36
- 37 (v) The prime contractor is responsible for providing escort services for any of his
38 employees and/or any subcontractor employees who are not eligible for
39 unescorted access. The Government will not provide escort service under this
40 contract. The contractor shall be responsible for all delays and costs caused by
41 its failure to provide for unescorted access. All requests for unescorted access
42 by subcontractors will be submitted through the prime contractor to the COTR
43 for processing by the NASA Protective Services Office, or its designee, the
44 PSSO.
45

1 (vi) One or more on-site training classes may be required for admittance to the work
2 area and for inclusion on the Job Site Access List for Controlled-access Areas.
3 The total training will not exceed four hours. Contractors may schedule any
4 required training for their employees by contacting the COTR. The contractor
5 shall maintain a record of employees receiving the training.
6

7 (vii) Work under this contract may be performed in limited access areas.
8 Investigations may be performed on the designated number of employees for
9 whom interim unescorted access investigations will be performed at no cost to
10 the contractor pursuant to clause G.9.
11

12 (End of clause)
13

14 **H.3 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) (MODIFIED)**
15 **(CLIN 003)**
16

17 (a) Only the Contracting Officer may issue Task Orders to the contractor, providing specific
18 authorization or direction to perform work within the scope of the contract and as specified
19 in the schedule. The contractor may incur costs under this contract in performance of Task
20 Orders and Task Order modifications issued in accordance with this clause. No other costs
21 are authorized unless otherwise specified in the contract or expressly authorized by the
22 Contracting Officer.
23

24 (b) Prior to issuing a Task Order, the Contracting Officer shall provide the contractor with the
25 following data:
26

27 (1) A functional description of the work identifying the objectives or results desired from
28 the contemplated Task Order.
29

30 (2) Proposed performance standards to be used as criteria for determining whether the
31 work requirements have been met.
32

33 (3) A request for a task plan from the contractor to include the technical approach, period
34 of performance, appropriate cost information, and any other information required to
35 determine the reasonableness of the contractor's proposal.
36

37 (c) Within 10 working days after receipt of the Contracting Officer's request, the contractor
38 shall submit a task plan conforming to the request. At a minimum, the contractor shall
39 provide the following:
40

41 (1) Technical approach to implementing
42

43 (2) Work Breakdown Structure (WBS)
44

45 (3) Basis of Estimate (BoE)
46

- 1 (4) Assumptions
- 2
- 3 (5) Schedule for completing the effort, including key milestones and the flow of
- 4 activities from start to completion
- 5
- 6 (6) Identification of critical issues, including risk identification and mitigation
- 7
- 8 (7) Total cost summary (indicate labor hours, direct costs, burden, and fee)
- 9
- 10 (8) Cost summary by month
- 11
- 12 (9) Staffing plan consistent with the technical approach and schedule, and proposed labor
- 13 categories
- 14
- 15 (10) Materials and equipment
- 16
- 17 (11) The response must be specific, detailed, and complete enough to demonstrate
- 18 understanding of the technical objectives and efforts required to meet the task order
- 19 requirements.
- 20
- 21 (d) After review and any necessary discussions, the Contracting Officer may issue a Task
- 22 Order to the contractor containing, as a minimum, the following:
- 23
- 24 (1) Date of the order.
- 25
- 26 (2) Contract number and task order number.
- 27
- 28 (3) Functional description of the work identifying the objectives or results desired from
- 29 the Task Order, including special instructions or other information necessary for
- 30 performance of the task.
- 31
- 32 (4) Performance standards, and where appropriate, quality assurance standards.
- 33
- 34 (5) Maximum dollar amount authorized (cost and fees). This includes allocation of
- 35 award fee among award fee periods. The award fee for the independent task orders
- 36 will be applied to the award fee pool dollars when the task order work is complete
- 37 and accepted by the Government. Award fee for any task order that is completed
- 38 within 30 days of the end of an award fee period will be added to the award fee pool
- 39 for the following period.
- 40
- 41 (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- 42
- 43 (7) Delivery/performance schedule including start and end dates.
- 44
- 45 (8) If contract funding is by individual Task Order, accounting and appropriation data.
- 46

- 1 (d) The contractor shall provide acknowledgment of receipt to the Contracting Officer within
2 three working days after receipt of the Task Order.
3
- 4 (e) If time constraints do not permit issuance of a fully defined Task Order in accordance with
5 the procedures described in paragraphs (a) through (d), a Task Order which includes a
6 ceiling price may be issued by the Contracting Officer.
7
- 8 (f) The Contracting Officer may amend tasks in the same manner in which they were issued.
9
- 10 (g) In the event of a conflict between the requirements of the Task Order and the contractor's
11 approved task plan, the Task Order shall prevail.
12

13 (End of clause)

14 **H.4 NASA'S TECHNOLOGY TRANSFER PROGRAM**

- 15
- 16
- 17 (a) The contractor shall support, and participate in, NASA's Technology
18 Transfer/Commercialization Program by assisting the transfer of technology developed
19 under Government contract to the private sector. The contractor's participation may
20 include a number of different activities including the following:
21
- 22 (1) Dual use development of cutting edge technology having applications both within
23 and outside the aerospace community.
24
- 25 (2) Collaborative efforts with third parties for the purpose of transferring technology.
26
- 27 (3) Government sponsored technology outreach and industry assistance programs that
28 further the transfer of technology.
29
- 30 (4) Applications engineering work for the purpose of adapting the developed technology
31 to a specific use.
32
- 33 (b) All projects and associated agreements will be coordinated with the COTR, IT Directorate,
34 and directed in writing by the Contracting Officer. Agreements will state funding
35 requirements, project description, scope of project, reporting requirements, and responsible
36 NASA and contractor personnel. Ownership of rights to the technology developed under
37 these collaborative and partnership activities shall be addressed in the individual
38 agreements. Projects utilizing Government funds will be approved by the Contracting
39 Officer.
40
- 41 (c) Contractor commitment to technology transfer/commercialization can be demonstrated by
42 the development of internal programs aimed at:
43
- 44 (1) Education and training its workforce in technology transfer activities.
45
- 46 (2) Motivating its employees to report new technology as required by FAR 52.227-12.

1
2 (3) Assisting its subcontractor with technology transfer activities.
3

4 (End of clause)
5

6 **H.5 USE AND DISPOSITION OF CONTRACTOR OWNED EQUIPMENT** 7

8 (a) The contractor may purchase and own equipment, at its own cost, to be used in the
9 performance of this contract. Any such equipment which will replace existing Government
10 furnished property must be approved in writing by the Contracting Officer. The
11 Government may at any time purchase the equipment at its fully depreciated price (Net
12 Book Value), and the contractor shall transfer title thereof to the Government. Pursuant to
13 this requirement, the contractor shall report to the Government the depreciated value of the
14 equipment in accordance with Generally Accepted Accounting Principles (GAAP) and
15 Financial Accounting Standards Board (FASB) practices and procedures. A listing of all
16 equipment purchased by the contractor, its original purchase cost, depreciation method,
17 useful life, current Net Book Value, and end of contract Net Book Value shall be reported
18 in DRD –MS-08, *Contractor Owned Contractor Held Capital Assets Report*.
19

20 (b) Upon expiration or termination of the contract, the Government may direct the contractor
21 to sell and transfer title of some or all of the equipment identified in subparagraph (a)
22 above to the successor contractor at its fully depreciated value. The gain or loss on the sale
23 will be charged or credited to the contract upon completion of the contract, for a period not
24 exceeding 120 calendar days after completion of the contract. The contractor shall be
25 responsible for the disposal of any property not transferred to a successor contractor under
26 this paragraph. Allowability of costs under this clause is subject to proper record keeping
27 as required by subparagraph (a) above.
28

29 (End of clause)
30

31 **H.6 OCCUPATIONAL HEALTH SERVICES** 32

33 The contractor shall utilize medical treatment at the Occupational Health Facility for any injury
34 that occurs at KSC or the CCAFS. The medical services set forth in KNPD 1810.1 entitled
35 “KSC Occupational Medicine Program”, will be provided to the contractor by the Government
36 pursuant to clause G.9.
37

38 The contractor shall utilize the medical services at the Occupational Health Facility for KSC job-
39 related medical certification health examinations as appropriate with the requirements of the
40 contract and as determined by the CO. Medical certifications will be provided in accordance
41 with KBM-ST-2.1 A and B.
42

43 (End of clause)
44

H. 7 EMERGENCY MEDICAL SERVICES

The contractor shall utilize the KSC or CCAFS Emergency Medical Services system for any incident that occurs at KSC or CCAFS requiring emergency medical treatment.

(End of clause)

H.8 PROTECTION AND SAFEGUARDING OF INFORMATION AND DATA OF THIRD PARTIES

- (a) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data developed, acquired, or furnished by or to the contractor in the performance of this contract, shall be used only in connection with the work under this contract, and shall be protected by the contractor from unauthorized use, release, duplication, or disclosures.
- (b) The contractor shall take appropriate measures to assure that its personnel, who have or might reasonably have access to such information and data referred to in paragraph (a) above, agree to honor the contractor's commitment and safeguard such information and data.
- (c) It is further anticipated that in performance of this contract the contractor may also have access to, be furnished, use, or generate the following types of data (recorded information):
- (1) Data of third parties bearing limited rights or restricted rights notices submitted either to the Government or directly to the contractor;
 - (2) Other data of third parties which the Government has agreed to handle under protective arrangements; or
 - (3) Data, generated by the Government or the contractor for third parties, for which the Government intends to control the use and dissemination until delivered to the third parties.
- (d) In order to protect the interests of the Government, the owners, and the intended recipients of the data described in paragraph (c), the contractor further agrees, with respect to such data described in subparagraph (c) (1) 1 and, when so identified by the Contracting Officer or designated representative, with respect to data described in subparagraphs (c)2 and (c)3, to:
- (1) Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the data to employees having a "need to know";
 - (2) Preclude disclosure of such data outside contractor's organization performing work under this contract without written consent of the Contracting Officer; and

1 (3) Return or dispose of such data as directed by the Contracting Officer or designated
2 representative when such data is no longer needed for contract performance.
3

4 (e) Nothing contained in this special contract requirement or elsewhere in this contract shall be
5 construed as altering the definition of “technical data” for the purpose of applying the
6 requirement(s) of the clause herein entitled FAR 52.227-14, “Rights in Data—General.”
7

8 (End of clause)
9

10 **H.9 GOVERNMENT’S RIGHTS TO INFORMATION INCIDENTAL TO CONTRACT** 11 **ADMINISTRATION**

13 (a) With the exception of financial information, the Government will have unlimited rights to
14 use and distribute to third parties any administrative or management information developed
15 by the contractor or a subcontractor at any tier in whole or in part for the performance of
16 the contract or first produced in the performance of the contract, whether or not said
17 information is specified as a contract deliverable, if created in whole or in part at
18 Governmental expense. The Contracting Officer may, at any time during the contract
19 performance or within a period of three (3) years after contract completion, require the
20 delivery of any administrative or management information developed by the contractor or a
21 subcontractor at any tier in whole or in part for the performance of the contract or first
22 produced in the performance of the contract.
23

24 (b) The Contracting Officer may release the contractor from the requirements of this clause for
25 specifically identified information at any time during the three (3) year period set forth in
26 Paragraph (a) of this clause.
27

28 (End of clause)
29

30 **H.10 CONTRACTOR ON-SITE REPRESENTATIVE**

31
32 The contractor shall appoint a representative at the work site with full authority to receive and
33 execute, on behalf of the contractor, such contract modifications, notices, policy directives, etc.,
34 as may be issued pursuant to the terms of this contract.
35

36 (End of clause)
37

38 **H.11 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES** 39 **(APR 2007)**

40
41 The publications listed in Attachment J-1, Appendix 4, *Applicable Policies and Procedures*, and
42 subsequent revisions thereof, are incorporated herein by reference. These publications prescribe
43 regulatory and procedural criteria which are applicable to this contract. The contractor shall
44 promptly take corrective action upon notice of noncompliance from the Contracting Officer or
45 his/her authorized representative(s) with any provision of the publications.
46

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

6
 7 Emergency Response onsite at KSC or CCAFS
 8 911 from a landline phone service
 9 321-867-7911 from a cell phone

10
 11 (End of clause)

12
 13 **H.12 ADVANCE AGREEMENT REGARDING CONTRACT ADJUSTMENTS**
 14 **RESULTING FROM SIGNIFICANT WORKLOAD CHANGES (CLIN 002)**

15
 16 The contractor agrees that any adjustment to the estimated cost and fee of this contract resulting
 17 from changes in workload that constitute a change pursuant to the “Changes” clause, shall be
 18 contingent upon the following:

- 19
 20 (a) No adjustment to the NEC and fee will be made unless the contractor submits supporting
 21 data demonstrating increased workload indicators with increased labor cost resulting
 22 therefrom that are equal to or greater than 8% of the labor cost contained in the estimated
 23 cost of the Government FY in which the cost arose. Similarly, for decreased workload
 24 indicators, no adjustment to the NEC and fee will result unless the Government
 25 demonstrates decreased workload indicators with a decrease in labor cost resulting
 26 therefrom that are equal to or greater than 8% of the labor cost contained in the estimated
 27 cost of the fiscal year in which the cost arises.
 28
 29 (b) No adjustment to the NEC will be made unless the contractor submits supporting data
 30 demonstrating increased workload indicators with increased equipment cost resulting
 31 therefrom that are equal to or greater than 25% of the equipment cost contained in the
 32 estimated cost of the Government FY in which the cost arose. Similarly, for decreased
 33 workload indicators, no adjustment to the NEC will result unless the Government
 34 demonstrates decreased workload indicators with a decrease in equipment cost resulting
 35 therefrom that are equal to or greater than 25% of the equipment cost contained in the
 36 estimated cost of the fiscal year in which the cost arises.

37
 38 (End of clause)

39
 40 **H.13 ADVANCE AGREEMENT REGARDING LOW VALUE TASK ORDER WORK**
 41 **UNDER CLIN 003**

42
 43 The contractor agrees that, in order to facilitate contract administration, any task order work
 44 under CLIN 003 for work contained in contract attachment J-1, Section 4, with an estimated cost
 45 of \$50,000 or less, shall be considered to be included in baseline work under CLIN 002 and
 46 authorized by work orders.

1
2 The contractor further agrees that, as no costs for this low value task order work under CLIN 003
3 have been included in the overall estimated cost of the contracts, the Government will not
4 include the cost of this low task value task order work in the actual cost amount used in the
5 evaluation of the contractor's cost performance and determination of award fee.

6
7 (End of clause)

8 9 **H.14 INSTITUTION IMPROVEMENT PROGRAM**

10
11 In addition to the work contained in contract attachment J-1, the contractor shall undertake the
12 below described Institution Improvement Program as part of the base contract work under CLIN
13 002:

- 14
15 (a) Equipment Replacement. The Government intends to fund an estimated \$2,500,000 per
16 year (including allowable fee) for the contractor to replace Government-owned
17 equipment and systems that are not otherwise subject to replacement under the
18 requirements of attachment J-1, sections 1.4 through 1.4.14. In support of this
19 requirement, the contractor shall identify proposed replacements in the Five-Year
20 Technical and Cost Plan required under DRD-MS-02, and shall include a discussion of
21 the need for replacement and relative priority, as well as why the identified
22 equipment/systems are not otherwise covered under the above referenced requirements of
23 Attachment J-1.

24
25 The contractor's proposed replacements will be partnered, prioritized, and approved
26 when considered appropriate by the Government for each FY. All work performed
27 under this clause must be approved by the Contracting Officer prior to initiation, and is
28 subject to FAR 52.232-22, Limitation of Funds. If the estimated cost for the work
29 authorized under this clause is less than \$2,400,000 or greater than \$2,600,000 in a given
30 contract year, then an adjustment to the estimated cost of the contract may be negotiated.

- 31
32 (b) Application Development. The Government intends to fund an estimated \$1,000,000 per
33 year (including allowable fee) for new application development and Government directed
34 sustaining applications that are above and beyond the requirements stated in Attachment
35 J-1, Sections 3.1 through 3.1.2. The Government will identify the new application
36 development and sustaining applications, partner and prioritize these new applications
37 with the contractor, and approve them when considered appropriate by the Government
38 for each FY.

39
40 All work performed under this clause must be approved by the Contracting Officer prior
41 to initiation, and is subject to FAR 52.232-22, Limitation of Funds. If the estimated cost
42 for the work authorized under this clause is less than \$900,000 or greater than
43 \$1,100,000 in a given contract year, then an adjustment to the estimated cost of the
44 contract may be negotiated.

45
46 (End of clause)

H.15 CUSTOMER FUNDED APPLICATION DEVELOPMENT

In addition to the work contained in contract Attachment J-1, the contractor shall undertake customer funded application development and sustaining applications as part of the base contract work under CLIN 002. The Government estimates that customers will order approximately \$3,000,000 per year in new application development and sustaining applications. The Government will identify the customer's new application development and sustaining applications, partner and prioritize these new applications with the contractor, and approve them when considered appropriate by the Government for each contract year.

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

(End of clause)

H.16 CONTRACTOR COST NOT SUBJECT TO FEE

The contractor shall not apply fee against the following items: invoiced cost of equipment (including equipment purchased in clause H.14, facilities, special tooling, special test equipment, Agency-peculiar property), materials and supplies, subcontracts, maintenance agreements, interdivisional transfers, relocation costs, operating leases, training, software licenses, travel and vehicle leases.

(End of clause)

H.17 WORK FOR OTHERS

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

Other pertinent definitions:

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

1 Government furnished property – Facilities, equipment, and materials owned by the
2 Government.

3
4 Government Facilities – For purposes of this provision, facilities include real property
5 (land, ground improvements, buildings and other structures), plant equipment (personal
6 property of a capital nature, such as, machine tools, equipment and test equipment,
7 furniture, vehicles, and accessory and auxiliary items for use in manufacturing or
8 performing services, or for any administrative or general plant purpose), special tooling
9 and special test equipment. Facilities do not include materials.

10
11 Government Material – Property that may be incorporated into or attached to an end item
12 or consumed or expended during manufacture, testing or providing services.

13
14 (b) Agreements & Approvals – The contractor shall obtain approval of the Contracting Officer
15 for Work for Others before committing to perform the work. The contractor shall
16 informally partner with the Government to identify and discuss potential Work for Others
17 as far in advance of seeking final approval as is practical. The contractor shall obtain final
18 approval for each instance of Work for Others by submitting a written request to the
19 Contracting Officer including a draft agreement between this contractor and the Others
20 which, at a minimum, shall contain the following information, terms, and conditions:

- 21
22 (1) Name and address of the customer.
23
24 (2) Description of the work to be performed.
25
26 (3) Identification of contractor personnel and the Government-furnished property
27 required for accomplishing the work.
28
29 (4) Schedule for accomplishment of the work and impact, if any, on other ongoing
30 activities.
31
32 (5) Terms and conditions containing the following clauses of this contract:

33
34 H.17 “Work for Others,” subparagraphs (D) Priority of Use, (E) Liability and Risk of
35 Loss, (F) Intellectual Property, Patent & Invention Rights, (G) News Releases &
36 Publications, (H) Security & Export Control, (I) Safety & Health, (J) Independence of
37 Contracts; and other clauses as may be required by the Contracting Officer.

38
39 Additionally, should the draft agreement include a request for use of Government-
40 furnished property, the draft agreement shall be accompanied by a cover letter containing
41 an explanation of the unique nature of the Government-furnished property and/or this
42 contractor’s expertise (or combinations thereof) that is not available from commercial
43 sources and justify acceptance of the work.
44

1 (c) Financial Obligations:

- 2
- 3 (1) The contractor shall provide consideration to NASA KSC in connection with
- 4 Government Furnished Property and services utilized for Work for Others under the
- 5 authority of this provision. Pursuant to the direction of the Contracting Officer,
- 6 consideration shall be in the form of a credit to the Government under this contract.
- 7
- 8 (2) The contractor shall establish unique Cost Charge Numbers, or other means, to
- 9 ensure that the costs of goods and services provided under Work for Others will not
- 10 be charged to IMCS.
- 11
- 12 (3) The specific cost components, amounts and fees to be reimbursed or credited to
- 13 NASA/KSC, and the points of contact and authority will be established annually, and
- 14 will be updated as necessary to reflect the current rates and applicable usage charges,
- 15 in a written procedure provided as an attachment to the contract (Contract
- 16 Attachment J-8). Generally, reimbursable and creditable costs will include, but may
- 17 not be limited to the following categories:
- 18
- 19 (i) Rent or other appropriate consideration for use of Government property in
- 20 accordance with FAR 45.403 and FAR 45.404(c).
- 21
- 22 (ii) Actual cost of Government personnel directly supporting a project (including
- 23 payroll additives, fringe benefits and G&A).
- 24
- 25 (iii) Actual cost of Government-provided material, utilities, support services and
- 26 appropriate overheads.
- 27

- 28 (d) Priority of Use - It will be the contractor's overall responsibility to schedule and manage
- 29 use of assigned Government-Furnished Property to accommodate contract work and Work
- 30 for Others in a manner to assure the timely, within cost, delivery of quality products and
- 31 services for all. Since Work for Others projects are subject to Government approval and
- 32 each request for approval will address scheduling issues, scheduling and priority of use
- 33 conflicts should be rare. However, in the event circumstances should arise in which the
- 34 Government requires use of the property, the Contracting Officer will direct that the
- 35 Government work shall take precedence and the contractor shall immediately proceed with
- 36 the Government work. NASA will make every reasonable effort to ensure that ongoing
- 37 and planned Work for Others is not impacted and the exercise of the authority herein stated
- 38 to require displacement of Work for Others in order to accomplish Government work will
- 39 be exercised only to the extent necessary to protect the interests of the Government.
- 40

41 (e) Liability and Risk of Loss:

- 42
- 43 (1) General:
- 44
- 45 (i) The contractor and Others waive and agree not to make any claims against the
- 46 U.S. Government or U.S. Government contractors or subcontractors, for

1 damage arising from or related to activities under this provision, whether such
2 damage is caused by negligence or otherwise, except in the case of willful
3 misconduct.
4

5 (ii) In addition, the contractor and Others agree to indemnify and hold the U.S.
6 Government or its contractors or subcontractors harmless from any claim,
7 judgment, or cost arising from the injury to or death of any person, or for
8 damage to or loss of any property, including U.S. Government property, as a
9 result of activities under this provision, whether such damage is caused by
10 negligence or otherwise, except in the case of willful misconduct.
11

12 (iii) In the event that Other(s) will need to directly participate in Work for Others
13 activities at KSC, the Other(s) will be required to have the same insurance
14 coverage as the contractor under contract clause, "Minimum Insurance
15 Coverage" (NFS 1852.228-75) located in Section I, unless Other(s) is
16 statutorily authorized to self-insure.
17

18 (2) Insurance for Damage to NASA Property:
19

20 (i) For purposes of this article, the following definitions shall be applicable:
21

22 (a) "Liability" shall include payments made pursuant to United States' treaty,
23 any judgment by a court of competent jurisdiction, administrative and
24 litigation costs, and settlement payments.
25

26 (b) "Damage" shall mean bodily injury to, or other impairment of health of, or
27 death of any person; damage to, loss of, or loss of use of any property; soil,
28 sediment, surface water, ground water, or other environmental
29 contamination or damage; loss of revenue or profits; other direct damages;
30 or any indirect, or consequential damage arising there from.
31

32 (ii) Damage to Government Property:
33

34 (a) Where required by NASA, within a reasonable time before Other(s) begin
35 to have access to or use of U.S. Government property or services, Other(s)
36 shall obtain or arrange to obtain, at no cost to NASA, insurance to cover
37 the cost of replacing, repairing, or the fair market value of, as reasonably
38 determined by the U.S. Government, any U.S. Government property (real
39 or personal), which property is damaged as a result of any performance of
40 this agreement, including performance by the Government's contractors or
41 subcontractors. Upon obtaining the insurance required under this
42 paragraph, or upon obtaining any modification or amendment thereof,
43 Other(s) shall personally deliver, or send by registered or certified mail,
44 postage prepaid, two copies of such insurance policy, or such modification
45 or amendment, to NASA at the following address, or at such address as
46 NASA may, from time to time, designate in writing:

1
2 National Aeronautics and Space Administration
3 Office of the Chief Counsel
4 Mail Code: CC
5 Kennedy Space Center, FL 32899
6

- 7 (b) The insurance required under this subparagraph shall provide coverage in
8 an amount acceptable to NASA. All terms and conditions in the policy
9 shall be acceptable to NASA, and shall require 30 days notice to NASA of
10 any cancellation or change affecting coverage. The policy shall name the
11 United States as an insured and shall cover all risks of loss except that it
12 may exclude damage caused by the Government's willful misconduct. The
13 insurance policy shall provide that the insurer waives its right as a subrogee
14 against the Government's contractors, subcontractors, or related entities for
15 damage.
16
- 17 (c) In the event Other(s) is unable to obtain insurance coverage required by
18 subparagraph b(1) above, the parties agree to consider, subject to review,
19 approval and agreement by NASA, alternative methods of protecting U.S.
20 Government property (e.g., by an agreement to indemnify the U.S.
21 Government for such damages).
22
- 23 (d) An insurance policy whose terms and conditions are reviewed and
24 approved by NASA, or an agreement on an alternative method of
25 protection, is a condition precedent to Other(s)' access to or use of U.S.
26 Government property under this agreement.
27
- 28 (g) News Releases and Publications – The parties (NASA, the IMCS contractor, & Others)
29 agree to coordinate in advance any news releases and/or widely distributed publications
30 that result from activities performed pursuant to this provision. This coordination shall
31 entail notifying the respective points of contact of the proposed news release or publication
32 in sufficient time to allow the other party an opportunity to review and comment as deemed
33 appropriate. None of the parties shall issue a news release or publication prior to the
34 consent of the respective parties' points of contact.
35
- 36 (h) Security & Export Control – Access to and use of NASA KSC facilities by Other(s) will be
37 subject to instructions and procedures as described in Kennedy Handbook KHB 1610.1,
38 “KSC Security Handbook”, and NASA Policy Directive NPD 1371.5 “Coordination and
39 Authorization of Access by Foreign Nationals and Foreign Representatives to NASA”,
40 which is applicable to NASA Headquarters and NASA Centers (including Component
41 Facilities). In conducting Work for Others at Kennedy Space Center, the IMCS contractor
42 and Other(s) shall comply with all U.S. export control laws and regulations, including the
43 International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the
44 Export Administration Regulations (EAR), 15 CFR Parts 730 through 799. In the absence
45 of available license exemptions/exceptions, the contractor and/or Other(s) shall be
46 responsible for obtaining the appropriate licenses or approvals, if required, for the export of

1 hardware, technical data, and software, or for the provision of technical assistance.
2 Additionally, should the contractor and/or Other(s) employ foreign nationals to participate
3 in Work for Other(s) activities at Kennedy Space Center, the contractor/Other(s) shall be
4 responsible for obtaining export licenses, if required, before utilizing such foreign nationals
5 in such activities, including instances where the foreign nationals will have access to export
6 controlled technical data or software at Kennedy Space Center facilities.
7

8 (i) Safety & Health – All agreements entered into by the IMCS contractor with Other(s) shall
9 incorporate the IMCS contractor’s approved Safety and Health Plan, which plan shall be
10 binding upon the Other(s) during the conduct of their activities at the Kennedy Space
11 Center.
12

13 (j) Independence of Contracts – The parties concur that this contract and the authorities and
14 conditions of this provision are independent of any contract between the contractor and
15 other parties for the conduct of “Work for Others.” By authorizing the contractor to
16 perform Work for Others, NASA makes no assurances to the contractor or Others as to
17 performance of the objects tested in NASA facilities or other test objects, and relieves the
18 contractor of none of its obligations under any other contract, grant, or other agreement.
19 This provision does not constitute NASA’s endorsement of any test results, resulting
20 designs, hardware, or other matters.
21

22 (End of clause)
23

24 **H.18 SPECIAL COST PROVISIONS** 25

26 Pursuant to the terms of the contract FAR 52.216-7 entitled “Allowable Cost and Payment”, the
27 contractor shall be reimbursed for such actual and allowable expenditures incurred in the
28 performance of work required by this contract as may be approved by the Contracting Officer,
29 subject to the following limitations and provisions:
30

31 (a) Travel:
32

33 Pursuant to Title 11, Section 21 of the Federal Civilian Employee and Contractor Travel
34 Expense Act of 1985 (PL 99-234), reimbursement for travel shall be in accordance with the
35 provisions of FAR 31.205-46. Travel required in performance of work under this contract
36 shall be in accordance with the contractor’s approved travel policy.
37

38 (b) Provisional Indirect Billing Rates:
39

40 Provisional billing rates for indirect cost pools shall be set at the discretion of the
41 Contracting Officer based upon proposals from the contractor and following review by
42 Government auditors. These provisional billing rates shall be specified in writing and may
43 be revised either retroactively or prospectively by the Contracting Officer. Prior to each
44 contractor fiscal year, the contractor shall submit a proposal for the coming year’s
45 provisional billing rates. If during the course of any particular year should a significant
46 disparity arise between the approved provisional billing rates and the actual rates, the

1 contractor shall submit a proposal requesting consideration for revision of the provisional
 2 rates to ones more closely reflective of the actual rates anticipated of the year. After
 3 expiration of each of its fiscal years, the contractor shall adjust its billings to the estimated
 4 actual rates not exceeding ceiling rates included in subparagraph (c) below.
 5

TABLE H.20.A -- PROVISIONAL INDIRECT BILLING RATES			
GFY	G&A	Other Direct Costs	Overhead
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			

6
 7 To prevent substantial over or under payment, the provisional billing rates may, at the
 8 discretion of the Contracting Officer, be revised, either retroactively or prospectively, and
 9 such revision shall be set forth in a modification to this contract.

10
 11 (c) Indirect Ceiling Rates

12
 13 The contractor shall not be reimbursed for costs in excess of the Overhead (O/H) and
 14 General and Administrative (G&A) (per Government fiscal year) shown below:
 15

TABLE H.20.B -- INDIRECT CEILING RATES		
GFY	Indirect Ceiling Rates	G&A Ceiling Rates
2009	% *	% *
2010	% *	% *
2011	% *	% *
2012	% *	% *
2013	% *	% *
2014	% *	% *
2015	% *	% *
2016	% *	% *
2017	% *	% *

16 * To be completed at contract award.

17
 18 (d) Relocation Costs:

19
 20 Reimbursement for relocation costs shall be in accordance with the provisions of FAR
 21 31.205-35. No relocation costs will be reimbursable under this contract for employees
 22 whose residence at the time of hiring or assignment to this contract was within a fifty (50)

1 mile radius of Kennedy Space Center, Florida. In no event shall the average
2 reimbursement for relocation costs exceed the ceiling of \$10,000. No fee will be
3 attributable to relocation costs.
4

5 (e) Household Goods Shipments
6

7 (1) Movement of household goods and personal effects of contractor employees, when
8 the total transportation costs are to be reimbursed by the Government, shall be made
9 by carriers furnishing reduced rates under 49 U.S.C. § 107.21, when such rates are
10 available. The Transportation Office, TA-E1, Kennedy Space Center, Florida,
11 telephone number (321) 867-4105, will provide the contractor with applicable
12 instructions for household goods movement and such other support or guidance that
13 is requested.
14

15 (2) The contractor shall furnish the Transportation Office, TA-E1, Kennedy Space
16 Center, Florida, with advanced information of any planned mass movement of
17 personnel (10 or more families) thirty (30) or more days prior to the start of any
18 major relocations in order to provide the Government with sufficient time for rate
19 negotiation action.
20

21 (3) Carriers bill of lading and related shipping documents will be annotated with the
22 following statement:
23

24 "All transportation and services hereunder are for the National Aeronautics and Space
25 Administration and the actual total transportation, accessorial and valuation charges
26 paid to the carrier by the consignor or consignee are to be reimbursed by the U. S.
27 Government, pursuant to the cost reimbursable Contract No. TBD. This may be
28 confirmed by contacting such agency at (321) 867-2860. The undersigned, party to
29 the above contract, is aware that a false statement submitted to the carrier for the
30 purpose of receiving such reduced rates is a criminal offense under the Interstate
31 Commerce Act.
32
33
34
35

36 _____
Name of Company

37
38
39
40 BY: _____
41 (Company Official - Title)"
42

43 (4) Copies of all carriers' bills of lading will be available for review by the Government
44 on movements of household goods and personal effects that are the result of the
45 relocation of the contractor employees when the total transportation costs are to be
46 reimbursed by the Government. Requests for deviations from the procedures

1 established by this clause should be in writing and addressed to the Contracting
2 Officer. Such requests must be made prior to the proposed move and in sufficient
3 time for the Contracting Officer to make a decision.
4

- 5 (5) Failure to comply with the provisions of this clause may result in the disallowance of
6 costs, which are in excess of those that would have resulted from utilization of
7 reduced rates obtainable under the provisions of this clause.
8

9 (f) Severance Pay

10 Reimbursement for severance pay shall be in accordance with the provisions of FAR
11 31.205-6(g). However, in no event shall the Government reimburse the contractor for the
12 cost of severance pay for any individual contractor employee who voluntarily elects to
13 work for a succeeding contractor. This provision shall apply to any contract extension
14 hereof.
15

16
17 (g) Pension Program Requirements

18 Pursuant to NFS 1852.237-71, Pension Portability, included in full text in Section I of this
19 contract, a clear description of the portable pension plan, including service, pay, liabilities,
20 vesting, termination, and benefits from prior contracts will be inserted in this contract after
21 award as a separate Attachment, J-11.
22

23
24 (h) Fringe Benefits

25 The contractor shall inform the Contracting Officer of all proposed changes in fringe
26 benefits which may result in an increased cost to the contract as soon as practicable, but in
27 any event, prior to such changes being implemented. Fringe benefits include, but are not
28 limited to, such items as health insurance, life insurance, pension plans, retiree health care,
29 savings plans, bonus plans, education assistance, and leave policies. Failure to comply
30 with the terms of this clause may result in the disallowance of costs.
31

32
33 (i) Transfer of Accrued Benefits

34 The contractor will accept transfer of accrued sick leave hours and recognize the sick leave
35 and vacation leave accrual rates of incumbent personnel hired from the predecessor
36 contracts NAS10-03111 and NAS10-99001, provided the employee had no break in service
37 from the predecessor contract exceeding 60 days. The costs of the transferred sick leave
38 hours will not be paid under this contract unless and until they are used.
39

40
41 (j) Bonuses to hourly employees

42 If bonuses are paid to hourly employees, the contractor is required under 29 CFR Section
43 778.208 of the Fair Labor Act to recalculate base rates for purposes of determining
44 overtime pay for the period covered by the bonus payment. This will result in an additional
45

one time, retroactive for overtime worked during the period. Such retroactive payments shall not be considered allowable costs under this contract.

(End of clause)

H.19 ASSOCIATE CONTRACTOR AGREEMENT (ACA)

(a) The success of KSC is dependent on the efforts of multiple contractors. The Information Management and Communication Support contractor is a key participant. The other contracts of the key participating “associate” contractors are:

Institutional Services Contract (ISC)	Contract Number TBD – not yet awarded
Mail Services contract	Contract Number TBD – not yet awarded
Technical Training Services Contract (TTSC)	Contract Number TBD – not yet awarded
Medical and Environmental Support Contract (MESC)	Contract Number TBD – not yet awarded
Eastern Range Technical Support (ERTS) contract	Contract Number TBD – not yet awarded
Check-out and Payload Processing Services (CAPPS) contract	NAS10-02007
Space Program Operations Contract (SPOC)	NNJ06VA01C
University-Affiliated Spaceport Technology Development Contract (USTDC)	NAS10-03006
Expendable Launch Vehicle Integrated Services (ELVIS)	NAS10-02026
Life Science Support Contract (LSSC)	NAS10-02001

Under the aforementioned contracts, the contractors will provide the necessary technical and operational processes and services required to support center operations.

(b) In order to achieve the efficient and effective mission support required of Center operations, the contractor shall establish the means for coordination and exchange of information with associate contractors. The information to be exchanged shall be that required by the associate contractors in the execution of their respective contract requirements. The contractor shall pursue and foster cooperative efforts and goodwill in a manner that will benefit center operations with increased safety, efficiency, and productivity.

(c) Given the unique role of this contract for supporting all other entities at KSC, the contractor shall engage in cooperative relationships that facilitate effective management of overall center operations. This joint cooperation will be evaluated as part of the contract award-fee process, as defined in the Award Fee Plan identified in Section J, Attachment J-8 of this contract. Successful performance of the contractor will be determined by the

1 Government's assessment of the overall and combined performance of the requirements of
2 the associate contractors. This clause will be effective from the contract start date
3 throughout the duration of the contract.
4

- 5 (d) The contractor shall negotiate formal guidelines with the associate contractors to address
6 coordination, cooperation, and communication. The contractor shall establish the means
7 for the exchange of such data and communications as needed in order to keep other project
8 elements fully informed.
9

10 (End of clause)
11

12 **H.20 COMPUTING SERVICES**

13

14 The contractor shall:
15

- 16 (a) Utilize the Outsourcing Desktop Initiative for NASA (ODIN) contract and its successor for
17 all administrative desktops, workstations, laptops, printers, and associated services (e.g.,
18 user accounts, e-mail, and directory services) needed to support their personnel. This
19 service is a Government-Provided Service pursuant to clause G.9.
20
- 21 (b) Be granted the authority to purchase hardware and software under NASA's Scientific,
22 Engineering, and Workstation Procurement (SEWP) contracts.
23
- 24 (c) Investigate the use of ODIN and SEWP for scientific desktops, workstations, laptops,
25 servers, and printers. The contractor shall provide written justification to the COTR if the
26 decision is made not to purchase hardware from one of these sources. The contractor shall
27 use ODIN and SEWP to the maximum extent practicable.
28
- 29 (d) Provide the COTR with notice if administrative and scientific computing hardware or
30 software under this clause is not available or cost effective under the ODIN or SEWP
31 contracts, and obtain approval from the COTR for alternative sources.
32
- 33 (e) Purchase any additional Maximo licenses or modules via SEWP. The software licenses
34 shall be titled to the Government.
35
- 36 (f) All restricted commercial computer software procured by the contractor pursuant to this
37 clause shall be delivered to the Government with restricted rights as provided under FAR
38 52.227-19(c)(2).
39

40 (End of clause)
41

42 **H.21 ADMINISTRATIVE ASSET TRANSITION**

43

44 The contractor agrees that the administrative telephone instruments and associated services
45 provided under this contract are essential to the Government and shall be continued without

1 interruption. The transition of these assets (e.g., hardware and software) from the incumbent to
2 the successor contractor shall be accomplished in accordance with the following:

3
4 Transition of Assets – All existing assets shall remain installed and usable by the Government
5 through the transition of assets. The assets will be provided on an “as is/where is” basis. These
6 assets shall become the property of the Government.

7
8 Continuity of Services – All Administrative Telephone assets and services shall transition with
9 no degradation to service

10
11 Asset Transition Value – Upon notification by the Government, at least 120 days before the end
12 of the KICS contract, a Transition Value of the KICS administrative telephone assets on the date
13 of transition will be calculated and provided to the Government (current expected value of
14 \$20,000). These assets shall be purchased under this contract and the costs related to purchasing
15 this administrative telephone equipment shall be borne by the contractor and reimbursed by the
16 Government to the extent allowable in accordance with the terms of the contract relating to the
17 reimbursement of costs. The Transition Value will be the net book value of the assets at the time
18 of transition. Any costs to move the assets from their current locations or to modify their current
19 configuration will not be included. All applicable remaining warranties shall be provided to the
20 contractor. The Asset Transition Value will not include any Government-furnished or
21 institutionally provided property or equipment.

22
23 (End of clause)

24 25 **H.22 CONTRACTOR PROPOSED ENHANCEMENTS/INNOVATIONS AND** 26 **IMPLEMENTATION APPROACHES**

27
28 Enhancements or innovations proposed by the contractor that are acceptable to the Government
29 are incorporated into Attachment J-6. The incorporation of these enhancements or innovations
30 does not relieve the contractor from the responsibilities of meeting all other contract terms and
31 conditions and the PWS. By incorporating these enhancements or innovations into this contract,
32 the contractor agrees to fully implement each as stated with all of the implied attendant
33 requirements such as reliability and quality assurance, appropriate documentation and a
34 commensurate test program as applicable. The contractor shall perform these enhancements or
35 innovations on all work performed, unless specifically waived by the Contracting Officer in
36 writing.

37
38 (End of clause)

39 40 **H.23 CONTRACT DATA**

41
42 (a) The contractor shall provide access to certain data related to contract performance to the
43 Government and its customers. The contractor shall provide and maintain this access in an
44 understandable form to any authorized individual who has access to the Government’s
45 local area network. The contractor shall deliver, operate, and maintain any servers and any
46 other hardware and software specifically and uniquely necessary to operate the information

1 system and access its data. The contractor shall provide appropriate training, queries and
 2 user’s guides to all users. The system shall display relevant text, graphics and drawings of
 3 value to the Government, its customers and other Government contractors in
 4 accomplishing functions in support of KSC, the 45 SW and their customers. As a
 5 minimum, the contractor shall deliver the types and kinds of data listed below.
 6

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

15
 16 (b) The contractor shall cooperate with the Government to establish an electronic data access
 17 process. Items to be addressed shall include: identifying specific data to be accessed,
 18 identifying the organizations/personnel having access, developing an understanding of how
 19 specific data can be used in gaining insight to contract performance, and developing
 20 queries and data formatting. Once established, the contractor shall maintain this
 21 information in an electronic format for the contract period, as extended, and shall update
 22 the information on a quarterly basis. Updates shall be distributed via electronic notification
 23 to approved users.
 24

25 (End of clause)

26
 27 **H.24 SPECIAL CONTRACT REQUIREMENTS FOR DOD (CLINS 004 & 005)**
 28

29 The following clauses are DoD Requirements under CLINs 004, 005, and associated options:
 30

31 **I. DELIVERY ORDER PROCEDURES FOR DOD REQUIREMENTS**
 32

33 (a) Only an authorized Contracting Officer may issue a delivery order to the contractor,
 34 providing specific authorization or direction to perform work within the scope of the
 35 contract and as specified in the schedule. The contractor may incur costs under this
 36 contract in performance of delivery orders and delivery order modifications issued in
 37 accordance with this clause. No other costs are allowable against the delivery order unless
 38 otherwise specified by the contract or expressly authorized by the Contracting Officer.
 39

40 (b) The delivery order may contain, as a minimum, the following:

- 41 (1) Effective date of the order.
- 42
- 43 (2) Contract number and delivery order number
- 44
- 45

- 1 (3) Functional description of the work identifying the objective or results desired from
2 the delivery order, including special instructions or other information necessary for
3 performance of the delivery.
4
5 (4) Maximum dollar amount authorized against applicable CLINs/Sub-CLINs.
6
7 (5) Delivery schedule, including start and end dates.
8
9 (6) Accounting and appropriation data.

- 10
11 (c) Upon receipt of the delivery order from the Contracting Officer, the contractor will
12 coordinate with the DoD customer technical representative.
13
14 (d) The Contracting Officer may amend delivery orders in the same manner in which they
15 were issued.
16
17 (e) In the event of a conflict between the requirements of the delivery order and the contract,
18 the contract shall prevail.
19

20 **II. DFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE**
21 **INSTALLATIONS.**
22

23 As prescribed in 5342.490-1, insert a clause substantially the same as the following clause in
24 solicitations and contracts:
25

26 **CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)**
27

- 28 (a) The contractor shall obtain base identification and vehicle passes for all contractor
29 personnel who make frequent visits to or perform work on the Air Force installation(s)
30 cited in the contract. Contractor personnel are required to wear or prominently display
31 installation identification badges or contractor-furnished, contractor identification badges
32 while visiting or performing work on the installation.
33
34 (b) The contractor shall submit a written request on company letterhead to the contracting
35 officer listing the following: contract number, location of work site, start and stop dates,
36 and names of employees and subcontractor employees needing access to the base. The
37 letter will also specify the individual(s) authorized to sign for a request for base
38 identification credentials or vehicle passes. The contracting officer will endorse the request
39 and forward it to the issuing base pass and registration office or security police for
40 processing. When reporting to the registration office, the authorized contractor
41 individual(s) should provide a valid driver's license, current vehicle registration, valid
42 vehicle insurance certificate, and another form of identification to obtain a vehicle pass.
43
44 (c) During performance of the contract, the contractor shall be responsible for obtaining
45 required identification for newly assigned personnel and for prompt return of credentials
46 and vehicle passes for any employee who no longer requires access to the work site.

- 1
2 (d) When work under this contract requires unescorted entry to controlled or restricted areas,
3 the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation
4 Security Program, and AFI 31-501, Personnel Security Program Management, as
5 applicable.
6
7 (e) Upon completion or termination of the contract or expiration of the identification passes,
8 the prime contractor shall ensure that all base identification passes issued to employees and
9 subcontractor employees are returned to the issuing office.
10
11 (f) Failure to comply with these requirements may result in withholding of final payment.
12

13 (End of clause)
14

15 **III. CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS—ADDITIONAL**
16 **REQUIREMENTS FOR DOD**
17

18 This Special Contract Requirement supplements AFFARS clause 5352.242-9000, Contractor
19 Access to Air Force Installations, by adding the following additional requirements:
20

- 21 (a) Contractors must have an approved request letter (required by 5352.242-9000(b)) on file at
22 Security Forces with employees name and the required data.
23
24 (b) Subcontracts: The contractor shall include this Special Contract Requirement in
25 subcontracts of any tier.
26
27 (c) Unescorted Access to Installations:
28
29 (1) To request access to Patrick AFB, prior to their proposed business or contract
30 requirements, all contractor personnel shall provide a current completed “45th
31 Security Forces Pass & Registration Badging Request Form”.
32
33 (2) To request access to Cape Canaveral AFS, prior to their proposed business or
34 contract requirements, all contractor personnel shall provide a current completed
35 “CCAFS Badging Request Form”.
36
37 (3) Contractor personnel must complete and sign the applicable form cited above before
38 the required background check (see d. and e. below) can be performed.
39
40 (d) All personnel entering Patrick AFB and Cape Canaveral AFS must provide two forms of
41 identification (one must be a photo ID) as required by AFI 10-245, and have a background
42 check.
43
44 (1) For unescorted entry into non-restricted areas of the installations, personnel must
45 obtain, from AF security personnel, favorable National Criminal Information Center

- 1 (NCIC) check, and have complete social security employment verifications prior to
- 2 being issued badges (to include temporary passes).
- 3
- 4 (2) Prior to being issued restricted area badges for unescorted entry into restricted areas
- 5 of the installations, U.S. citizens working as contractor employees must obtain a
- 6 favorable National Agency Check (NAC).
- 7
- 8 (3) All required information shall be provided to support background checks, and
- 9 citizenship verification (i.e., birth certificate, passport, voter registration card,
- 10 resident alien card, or certificate of naturalization).
- 11
- 12 (e) Escorted Access-Temporary Passes: Personnel may receive a temporary pass, Air Force
- 13 Form 75/Visitor and Vehicle Pass, for no more than 30 total days in one 365 day period.
- 14 This pass is issued without a criminal background check, but requires a Wants & Warrants
- 15 check. Persons with temporary passes receive escorted access rights only, i. e.; they must
- 16 be escorted at all times by an escort official. Escorted personnel must be with their escort
- 17 official (the escort official must be in plain view) at all times while on the installation.
- 18
- 19 (f) Personnel Background Checks
- 20
- 21 (1) The 45th Security Forces will conduct the background check at no cost to the
- 22 applicant. Refusal to submit to the background check will result in denial of access.
- 23 Applicants shall be denied installation access based on an arrest record including, but
- 24 not limited to the following crimes:
- 25
- 26 (i) Murder
- 27 (ii) Manslaughter
- 28 (iii) Rape
- 29 (iv) Aggravated Assault
- 30 (v) Burglary
- 31 (vi) Arson
- 32 (vii) Other forms of Sexual Assaults (lewd, malicious acts to a child, etc.)
- 33 (viii) Any other felony
- 34 (ix) Outstanding warrants
- 35 (x) Misdemeanor convictions less than 5-years involving moral turpitude offenses
- 36 (theft, worthless checks, etc.)
- 37 (xi) FBI Terrorist Watch List
- 38
- 39 (2) Individuals who do not meet the criteria for unescorted base access may still be
- 40 granted escorted access on a case-by-case basis. The determination will be made
- 41 based on the results of the background investigation, totality of the criminal record
- 42 and the types of crime reported.
- 43

- 1 (3) Individuals may appeal denial of escorted/unescorted installation access through the
- 2 Security Forces. It shall be the responsibility of the applicant who is denied access to
- 3 submit supporting documents such as court, police or arrest records, evidence of
- 4 community involvement, letters of recommendation to the denial authority for
- 5 reconsideration.
- 6
- 7 (4) For the purposes of this policy, convictions are considered to include the following:
- 8 Guilty verdicts or a Nolo Contendere plea, disposition of cases resulting in deferred
- 9 adjudication or pretrial diversion and expunged offenses resulting in convictions of
- 10 crimes enumerated in subparagraph (e)(1) above.
- 11
- 12 (5) Contractors should allow 14 days for background checks to be finalized. The
- 13 contractor should provide the required form (see c. above) for each of its personnel to
- 14 the Government 14 days before the contract start date whenever possible.
- 15 Background checks cannot be performed from only a list of names.
- 16
- 17 (g) The Government will not be held responsible for contractual impacts or delays caused by
- 18 the contractor’s failure to take prompt action in providing the required information and
- 19 documentation to obtain access to Patrick AFB and Cape Canaveral AFS.

20
21 (End of clause)

22
23 **IV. DFARS 5352.228-9500 INSURANCE REQUIREMENTS (AFSPCFARS) NOV 2002**

24
25 In accordance with the requirements of FAR 52.228-5 "Insurance Work on a Government

26 Installation", and FAR 52.228-7, Insurance-Liability to Third Persons, the specific types and

27 amounts of insurance contemplated under this contract are set forth in FAR 28.307-2.

28
29 (End of clause)

30
31 [END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

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

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT INSERT "30 TH " IN PARAGRAPH (A)(3)
52.216-18	OCT 1995	ORDERING INSERT "10/1/08" THROUGH "9/30/17" IN PARAGRAPH (A).
52.216-19	OCT 1995	ORDER LIMITATIONS INSERT 1 "\$1,000"; INSERT 2 "\$10,000,000"; INSERT 3 "\$25,000,000"; INSERT 4 "365"; INSERT 5 "3"
52.216-22	OCT 1995	INDEFINITE QUANTITY INSERT "9/30/17" IN PARAGRAPH (D).
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES INSERT "60 DAYS"
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT INSERT 1 "30 DAYS"; INSERT 2 "60 DAYS"; INSERT 3 "9 YEARS"
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET- ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS INSERT "ZERO" IN PARAGRAPH (A).
52.222-3	JUN 2003	CONVICT LABOR

52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	DEC 2004	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
52.223-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995)
52.223-5	AUG 2003	INSERT "NONE" IN PARAGRAPH (B). POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	JUN 2003	BUY AMERICAN ACT-SUPPLIES
52.225-3	NOV 2006	AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL (ALT 2) AND (ALT 3)
52.227-15	MAY 1999	REPRESENTATION OF LIMITED RIGHTS AND RESTRICTED COMPUTER SOFTWARE
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS

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

52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (AUG 2006)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-2	JUN 2007	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES INSERT 1 "SEE ATTACHMENT J-1, APPENDIX 11"
52.245-9	JUN 2007	USE AND CHARGES
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	MAY 2007	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES INSERT "REFERENCE DRD-MS-18"
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.223-74	MAR 1996	DRUG AND ALCOHOL-FREE WORKPLACE
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.227-14	JUN 1987	RIGHTS IN DATA - GENERAL
1852.227-17	JUN 1987	RIGHTS IN DATA - SPECIAL WORKS
1852.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE -

1852.227-70	MAY 2002	RESTRICTED RIGHTS
1852.228-75	OCT 1988	NEW TECHNOLOGY
1852.237-70	DEC 1988	MINIMUM INSURANCE COVERAGE
1852.237-72	JUN 2005	EMERGENCY EVACUATION PROCEDURES
1852.237-73	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.242-78	APR 2001	RELEASE OF SENSITIVE INFORMATION
		EMERGENCY MEDICAL SERVICES AND EVALUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(c) DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses (CLINs 004 & 005 Only):

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

252.231-7000	DEC 1991	SUPPLEMENTAL COST PRINCIPLES
252.235-7003	DEC 1991	FREQUENCY AUTHORIZATION
252.251-7000	NOV 2004	ORDERING FROM GOVERNMENT SUPPLY SOURCES
5352.223-9000	APR 2003	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(End of clause)

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

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

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

DOD FAR Supplement (DFARS) clauses:

<http://www.acq.osd.mil/dppap>

(End of clause)

I.3 NFS 1852.215-84 OMBUDSMAN (JUN 2000)

- (a) An Ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the Ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the Ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the Ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.
- (b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation Ombudsman,

Mr. James E. Hattaway
Kennedy Space Center
Code: AA-B
Kennedy Space Center, FL 32899
Voice: (321) 867-7246
Fax: (321) 867-7787
Email: James.E.Hattaway@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA Ombudsman, the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail sthompson1@hq.nasa.gov. Please do not contact the Ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

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

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

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

Employee Class Monetary Wage-Fringe Benefits

(End of clause)

I.5 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

- (a) Of the total price of items for CLINs 001, 004, 005, and associated exercised options, the sum of \$ (See Individual Delivery Orders) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts
Schedule TBD	

- (b) The contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the contractor, approximate the total amount at the time allotted to the contract. The contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c)
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (See Individual Delivery Orders).
 - (2) If funds allotted are considered by the contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
 - (3)
 - (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.6 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

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

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

Notice to Employees

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

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

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

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

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

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

- (c) The contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;

- (2) Contractor establishments or construction work sites where no union has been formally recognized by the contractor or certified as the exclusive bargaining representative of the contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the contractor's facilities if the Deputy Assistant Secretary finds that the contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance

with respect to any such subcontract or purchase order. If the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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

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

(End of clause)

I.8 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

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

(End of clause)

[END OF SECTION]

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

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

CONTRACT ATTACHMENTS	TITLE	NUMBER OF PAGES
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J-6	Contractor Proposed Enhancements	TBD
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J-11	Pension Portability	TBD