

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.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 following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|--------------|
|--------------------------|-------------|--------------|

NONE INCORPORATED BY REFERENCE

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|--------------|
|--------------------------|-------------|--------------|

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated by Reference)

B.2 DESCRIPTION OF WORK

(a) The Contractor shall provide all required services (except as may be expressly stated in this contract as furnished by the Government) necessary to successfully manage, deliver and/or perform, operate, maintain and provide all requirements in accordance with the Statement of Work (SOW) in Section C, as well as all Data Requirement Description (DRDs) provided in Section J, and all other requirements as specified throughout the contract.

(b) In addition, the Contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to successfully perform all phase-in activities, in accordance with the Contract Phase-in Plan, Attachment J-10.

(c) This is a performance-based, Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. The contract performance will be measured in accordance with the Award Fee Plan, Section J-11.

(End of clause)

B.3 CONTRACT PHASE-IN (FIRM-FIXED PRICE)

The total firm fixed price of all phase-in effort for this contract is \$ (b) (4) covering a 60-calendar day phase-in period from **March 1, 2013** through **April 30, 2013**.

(End of clause)

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

(a) The estimated cost of this contract is (b) (4). The maximum available fee, excluding base fee, if any is (b) (4). The base fee is (b) (4). Total estimated cost and maximum fee is **\$220,155,372.40**.

(b) The estimated firm-fixed price of this contract is **\$0**. (Excluding Phase-In)

| | COST / PRICE | MAX AWARD FEE | TOTAL COST / PRICE AND FEE |
|----------------------|----------------|---------------|----------------------------|
| PHASE-IN FP | | | |
| TOTAL CONTRACT VALUE | (b) (4) | | |

(End of clause)

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (Applicable to Cost-Reimbursement Only)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b) (4). This allotment is for JSC Engineering, Technology and Science (JETS) efforts at NASA/JSC and covers the following estimated period of performance: May 1, 2013 through August 12, 2014..

(b) An additional amount of (b) (4) is obligated under this contract for payment

of fee.

(End of clause)

B.6 MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE

- (a) The maximum value, not to exceed (NTE) that can be ordered under the IDIQ provisions of the base contract period is **\$1,018,800,000**.

This NTE amount includes CR task orders. The amount includes both cost and fee. The maximum NTE amount is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on the value specified in the task orders issued during the period of the contract.

- (b) The guaranteed minimum quantity of work initiated through the issuance of task orders, shall be **\$20,000,000**. The amount includes both cost and fee. There will be no further obligation on the part of the Government to issue additional task orders thereafter. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to any contract price estimated cost or fee.

(End of clause)

B.7 SPECIAL PROVISIONS REGARDING CONTRACT ADJUSTMENTS

- (a) Revisions to milestones, missions, schedules, manifests and/or processing requirements may be made by the government, and shall be deemed within the scope of this contract. The government will consider a proposed equitable adjustment (increase or decrease) to the contract value (cost and fee), when the estimated cost (exclusive of fee) of any single event exceeds \$650,000 or, when the aggregate amount of all events estimated to have a cost impact of \$650,000 or less (exclusive of fee) reaches \$7 million for the contract year unless the contractor's actions are a significant contributing factor causing a cost increase.
- (b) The government will consider an adjustment to the contract, for estimated cost only (no fee) for those events equal to or less than the above thresholds.

(End of clause)

B.8 FULLY BURDENED RATE TABLE FOR PRICING COST REIMBURSABLE (CR) TASK ORDERS

The purpose of this clause is to set forth the rates to be utilized in the subsequent negotiation of CR IDIQ Task Orders in accordance with clause H.6 - Task Ordering

Procedure.

Pricing of all CR IDIQ task orders shall be in accordance with the negotiated rates set forth below. Under no circumstances shall the rates used to price out CR task orders exceed the agreed upon rates in the Fully Burdened Rate Table shown below.

These following labor, indirect, and fee rates shall be used in establishment of the estimated cost of individual CR task orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime fee. The Fee Rate is the maximum fee rate which may be proposed or negotiated for individual CR task orders during contract performance.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustments on the basis of actual rates varying from these rates.

| FULLY BURDENED RATE TABLE | | | 5 Year Base Period | | | | | Option 1 | | Option 2 | |
|---------------------------|---------------------------------|------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|------------------------|------------------------|------------------------|
| Item # | Labor Category | Unit | Contract Year 1 Rates | Contract Year 2 Rates | Contract Year 3 Rates | Contract Year 4 Rates | Contract Year 5 Rates | Contract Years 6 Rates | Contract Years 7 Rates | Contract Years 8-Rates | Contract Years 9 Rates |
| | | | 5/1/2013 - 4/30/2014 | 5/1/2014 – 4/30/2015 | 5/1/2015 – 4/30/2016 | 5/1/2016 – 4/30/2017 | 5/1/2017 – 4/30/2018 | 5/1/2018 – 4/30/2019 | 5/1/2019 – 4/30/2020 | 5/1/2020- 4/30/2021 | 5/1/2021- 4/30/2022 |
| 1 | Program Manager | Hour | | | | | | | | | |
| 2 | Manager | Hour | | | | | | | | | |
| 3 | Supervisor | Hour | | | | | | | | | |
| 4 | Scientist I | Hour | | | | | | | | | |
| 5 | Scientist II | Hour | | | | | | | | | |
| 6 | Scientist III | Hour | | | | | | | | | |
| 7 | Scientist IV | Hour | | | | | | | | | |
| 8 | Senior Scientist Specialist | Hour | | | | | | | | | |
| 9 | Engineer I | Hour | | | | | | | | | |
| 10 | Engineer II | Hour | | | | | | | | | |
| 11 | Engineer III | Hour | | | | | | | | | |
| 12 | Engineer IV | Hour | | | | | | | | | |
| 13 | Senior Engineer Specialist | Hour | | | | | | | | | |
| 14 | IT I | Hour | | | | | | | | | |
| 15 | IT II | Hour | | | | | | | | | |
| 16 | IT III | Hour | | | | | | | | | |
| 17 | IT IV | Hour | | | | | | | | | |
| 18 | Engineering Technologist I | Hour | | | | | | | | | |
| 19 | Engineering Technologist II | Hour | | | | | | | | | |
| 20 | Engineering Technologist III | Hour | | | | | | | | | |
| 21 | Senior Engineering Technologist | Hour | | | | | | | | | |
| 22 | Technician I | Hour | | | | | | | | | |
| 23 | Technician II | Hour | | | | | | | | | |
| 24 | Technician III | Hour | | | | | | | | | |
| 25 | Technician Specialist | Hour | | | | | | | | | |
| 26 | Business Specialist I | Hour | | | | | | | | | |
| 27 | Business Specialist II | Hour | | | | | | | | | |
| 28 | Business Specialist III | Hour | | | | | | | | | |
| 29 | Administration Specialist I | Hour | | | | | | | | | |
| 30 | Administration Specialist II | Hour | | | | | | | | | |
| 31 | Administration Specialist III | Hour | | | | | | | | | |
| 32 | Projects Controls Specialist I | Hour | | | | | | | | | |

(b) (4)

| | | | |
|----|--|-----------|--|
| 33 | Projects Controls Specialist II | Hour | |
| 34 | Projects Controls Specialist III | Hour | |
| 35 | Planner/Scheduler I | Hour | |
| 36 | Planner/Scheduler II | Hour | |
| 37 | Planner/Scheduler III | Hour | |
| 38 | Configuration Management Specialist I | Hour | |
| 39 | Configuration Management Specialist II | Hour | |
| 40 | Quality Assurance Specialist I | Hour | |
| 41 | Quality Assurance Specialist II | Hour | |
| 42 | Product Assurance Manager | Hour | |
| 43 | Safety Manager | Hour | |
| 44 | Safety Engineer I | Hour | |
| 45 | Safety Engineer II | Hour | |
| 46 | Safety Engineer III | Hour | |
| 47 | Quality Engineer I | Hour | |
| 48 | Quality Engineer II | Hour | |
| 49 | Quality Engineer III | Hour | |
| 50 | Software Quality Assurance Engineer I | Hour | |
| 51 | Software Quality Assurance Engineer II | Hour | |
| 52 | Software Quality Assurance Engineer III | Hour | |
| 53 | Software Quality Assurance Engineer IV | Hour | |
| 54 | Indirect Cost Rate to be applied to Non-Labor Resources if required by a Task Order (Identify the Rate and the basis of application) | Over-head | |
| | | G&A | |
| 55 | NTE Award Fee Rate | | |

(b) (4)

(End of clause)

B.9 LIMITIATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989) (Applicable to fixed-price only)

(a) Of the total price estimated in Schedule B.5(c), the sum of \$0.00 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 task orders is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

| | |
|------|---------|
| Date | Amounts |
| TBD | TBD |

(b) The Contractor agrees to perform or have performed work on the task orders 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 TBD.

(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 services to be performed, 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)

[END OF SECTION]