

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR350)	RATING	PAGE OF PAGES 1 279
2. CONTRACT NO. (Proc. Inst. Ident.) NO NAS10-99001.		3. EFFECTIVE DATE SEE BLOCK 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. MR 983310	
5. ISSUED BY: CODE		6. ADMINISTERED BY (If other than item 5) CODE		
JOHN F. KENNEDY SPACE CENTER, NASA PROCUREMENT OFFICE KENNEDY SPACE CENTER, FL 32899		JOHN F. KENNEDY SPACE CENTER, NASA PROCUREMENT OFFICE KENNEDY SPACE CENTER, FL 32899		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code) Space Gateway Support, Inc. 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430		8. DELIVERY <input type="checkbox"/> FOB ORGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT See Article I-1
CODE		10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: <input type="checkbox"/> ITEM Article G-3

11. SHIP TO/MARK FOR CODE	FACILITY CODE NAS10-99001	12. PAYMENT WILL BE MADE BY: CODE GG-B1
		JOHN F. KENNEDY SPACE CENTER, NASA COST & COMMERCIAL ACCOUNTS BRANCH KENNEDY SPACE CENTER, FL 32899

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA IM/CW-1/2590C/400000/34/98 \$1,200,000
--	---

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT	<input type="checkbox"/> SEE ARTICLE B-3
-------------------------------	--

16. TABLE OF CONTENTS				
√ SEC.	DESCRIPTION	PAGE(S)	(√) SEC. DESCRIPTION PAGE(S)	
PART I – THE SCHEDULE			PART II – CONTRACT CLAUSES	
A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES
B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
C	DESCRIPTIONS/SPECS./WORK STATEMENTS		J	LIST OF ATTACHMENTS
D	PACKAGING AND MARKING		PART IV – REPRESENTATIONS AND INSTRUCTIONS	
E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
F	DELIVERIES OR PERFORMANCE		L	INSTRS, CONDS, AND NOTICES TO OFFERORS
G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD
H	SPECIAL CONTRACT REQUIREMENTS			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
---	--

19A. NAME AND TITLE OF SIGNER (Type or print) Gary P. Hobbs Chairman of the Board, SGS		20A. NAME OF CONTRACTING OFFICER James E. Hattaway, Jr. Contracting Officer	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

TABLE OF CONTENTS

<u>Designation</u>	<u>Title</u>	<u>Page No.</u>
PART I	THE SCHEDULE	
Section A	<u>SF-26 Award/Contract</u>	1
	Table of Contents	2
Section B	<u>Supplies or Services and Prices/Costs</u>	6
Article B-1	Supplies or Services	7
Article B-2	Small Business and Small Disadvantaged Business Subcontracting	8
Article B-3	Contract Value	10
Article B-4	Award Fee Scores	13
Article B-5	Special Cost Provisions	14
Article B-6	Incremental Transition of Work Requirements	16
Article B-7	Priced Options to Extend Communication Support (SOW 3.3.2)	16
Article B-8	Priced Option for Calibration Services to the Eastern Range Sites for the Precision Measurement Equipment Laboratory (SOW 3.2.3.2)	16
Article B-9	Priced Option for Laboratory and In-Place Calibration Services to Support the NASA Payload Processing Contractor (SOW 3.2.3.2)	17
Article B-10	Priced option for Transient Alert/AGE Maintenance Services (SOW 3.2.5)	17
Article B-11	Administrative Leave Reimbursement	17
Article B-12	Installation Improvement Program	17
Article B-13	NASA/KSC Information Technology/Geographical Information System Application Development	18
Section C	<u>Description/Specifications</u>	19
Article C-1	Scope of Work	20
Article C-2	Data Requirements List	20
Section D	<u>Packaging and Marking</u>	21
Article D-1	Marking Instructions - Contractor Acquired Equipment	22
Section E	<u>Inspection and Acceptance</u>	23
Article E-1	Inspection and Acceptance	24
Article E-2	FAR 52.246-3 Inspection of Supplies - Cost-Reimbursement	24
Article E-3	FAR 52.246-5 Inspection of Services - Cost-Reimbursement

Article E-4	FAR 52.246-11 Higher-Level Contract Quality Requirement (Government Specification)	27	
Section F	<u>Deliveries or Performance</u>	28	
Article F-1	FAR 52.252-2 Clauses Incorporated by Reference		29
Article F-2	Place of Performance	29	
Article F-3	NFS 1852.211-72 Period of Performance	29	
Section G	<u>Contract Administration Data</u>	31	
Article G-1	FAR 52.252-2 Clauses Incorporated by Reference		32
Article G-2	Contract Funding	32	
Article G-3	NFS 1852.216-87 Submission of Vouchers for Payment.....	33	
Article G-4	NFS 1852.216-76 Award Fee for Service Contracts (Deviation).....	34	
Article G-5	NFS 1852.223-71 Frequency Authorization	35	
Article G-6	NFS 1852.227-72 Designation of New Technology Representative and Patent Representative	36	
Article G-7	NFS 1852.242-70 Technical Direction	36	
Article G-8	NFS 1852.245-70 Contractor Requests for Government- Owned Equipment	37	
Article G-9	NFS 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors	38	
Article G-10	Reporting of Air Force Property in the Custody of Contractors	39	
Article G-11	NFS 1852.245-76 List of Government Furnished Property		39
Section H	<u>Special Contract Requirements</u>	40	
Article H-1	Clauses Incorporated by Reference	41	
Article H-2	Authorized Changes	41	
Article H-3	Occupational Health	42	
Article H-4	Sources of Supply	42	
Article H-5	Security Controls	43	
Article H-6	NASA’s Technology Transfer Program	44	
Article H-7	Hazard Communication	45	
Article H-8	Government/Contractor Furnished Property	45	
Article H-9	Capitalization of Contractor Owned Equipment	46	
Article H-10	Permits and Licenses	47	
Article H-11	Protection and Safeguarding of Information and Data	47	
Article H-12	Contract Data	48	
Article H-13	Conversion to Fixed Price	49	
Article H-14	Small Business and Small Disadvantaged Subcontracting Plan ...	49	
Article H-15	Government Furnished Services	49	
Article H-16	Cataloging of Services	50	

Article H-17	Performance Metrics	50
Article H-18	Management of Government-Owned/Contractor-Held Records ...	50
Article H-19	Priorities	51
Article H-20	Vehicle/Equipment Fuels	51
Article H-21	Year 2000 Compliance	51
Article H-22	Initiatives and Innovations	52

PART II CONTRACT CLAUSES

Section I	<u>Contract Clauses</u>	53
Article I-1	FAR 52.252-2 Clauses Incorporated by Reference	54
Article I-2	FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	58
Article I-3	FAR 52.222-42 Statement of Equivalent Rates for Federal Hires ...	60
Article I-4	FAR 52.225-5 Buy American Act - Construction Materials	61
Article I-5	FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components	63
Article I-6	FAR 52.252-6 Authorized Deviations in Clauses	64
Article I-7	NFS 1852.204-75 Security Classification Requirements	64
Article I-8	NFS 1852.204-76 Security Requirements for Unclassified Automated Information Resources	64
Article I-9	NFS 1852.215-84 Ombudsman	66
Article I-10	NFS 1852.237-71 Pension Portability	67
Article I-11	KSC 52.223-105 Emergency Medical Treatment	67
Article I-12	KSC 52.236-130 Conduct of Facility Projects	68
Article I-13	KSC 52.223-119 Asbestos-Containing Building Material	68

PART III LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J	<u>List of Documents, Exhibits, and Other Attachments</u>	70
	List of Attachments	71
Attachment J-1	Statement of Work	72
Attachment J-2	Data Requirements List/Data Requirements Description (DRL/DRD)	177
Attachment J-3	Government Furnished Property for Contract Performance	257
Attachment J-4	Compliance Document Listing	258
Attachment J-5	Facilities, Systems, and Equipment Assigned for Operations, Maintenance, and Engineering	268
Attachment J-6	Register of Wage Determination and Fringe Benefits	271
Attachment J-6-A	Davis-Bacon Wage Determination (MOD 246).....	282
Attachment J-7	Statement of Equivalent Rates for Federal Hires	289
Attachment J-8	Award Fee Evaluation Plan	297
Attachment J-9	Glossary, Acronyms, and Abbreviations	305
Attachment J-10	DD Form 254, Contract Security Classification Specification	315
Attachment J-11	Small Business Subcontracting Plan.....	323
Attachment J-12	Workload Indicators	333

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART I - THE SCHEDULE**Section B****Supplies or Services and Prices/Costs****ARTICLE B-1 SUPPLIES OR SERVICES**

The contractor shall provide joint base operations and support services/supplies in accordance with this contract and the Statement of Work, Attachment J-1.

PHASE-IN	A firm-fixed-price phase-in period between award and initiation of the basic period of performance, not to exceed 23 days
BASIC	Joint Base Operations and Support Services for a 5 year performance period. (10/1/98-9/30/03)(Excludes work contained in Option 2A)
OPTION 1A	Joint Base Operations and Support Services to extend the term of the contract for a period of 1 year. (10/1/03-9/30/04) (Mod 135)
OPTION 1B	Joint Base Operations and Support Services to extend the term of the contract for a period of 2 years. (10/1/04-9/30/06) (Mod 135)
OPTION 1C	Joint Base Operations and Support Services to extend the term of the contract for a period of 2 years. (10/1/06-9/30/08) (Mod 135)
OPTION 2A	Continuation of communication support for NASA administrative and institutional management. (10/1/01-9/30/03) (See Article B-7) (Not exercised, Mod 112)
OPTION 2B	Continuation of communication support for NASA administrative and institutional management. (10/1/03-9/30/08) (See Article B-7) (Exercise of this option is contingent upon exercise of Options 1 and 2A) (Not exercised, Mod 112)
OPTION 3AA	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/99-9/30/00) (See Article B-8)
OPTION 3AB	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/00-9/30/01) (See Article B-8)
OPTION 3AC	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/01-9/30/02) (See Article B-8)
OPTION 3AD	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/02-9/30/03)(See Article B-8)
OPTION 3BA	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/03-9/30/04) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1A) (Mod 135)
OPTION 3BB	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/04-9/30/06) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)

ARTICLE B-1 SUPPLIES OR SERVICES (Con't)

- OPTION 3BC Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/06-9/30/08) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)
- OPTION 4A Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (1/1/02-9/30/03) (See Article B-9) (Not exercised, Mod 134)
- OPTION 4BA Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (10/1/03-9/30/04) (See Article B-9) (Not exercised, Mod 199)
- OPTION 4BB Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor.(10/1/04-9/30/06) (See Article B-9) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)
- OPTION 4BC Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (10/1/06-9/30/08) (See Article B-9) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)
- OPTION 5A Option for transient alert/AGE maintenance services at Patrick Air Force Base. (4/1/99-9/30/03) (See Article B-10)
- OPTION 5BA Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/03-9/30/04) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1A) (Mod 135)
- OPTION 5BB Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/04-9/30/06) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)
- OPTION 5BC Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/06-9/30/08) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)
- OPTION 6 Priced Options for KSC regular dewatering support at KSC SWMU sites. (10/1/02-9/30/08) (See Article B-14 for pricing information) (Mod 163) (Deleted Option Mod 300)
- OPTION 7 Priced Options for KSC construction dewatering support at KSC SWMU sites. (10/1/02-9/30/08) (See Article B-14 for pricing information) (Mod 163) (Deleted Option Mod 300)

ARTICLE B-2 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

NASA’s objective is to ensure the execution of a vigorous program at the prime contract and subcontractor levels which will optimize the opportunity for subcontract participation of small business, small disadvantaged business, and women owned business concerns.

To this end and notwithstanding the language in clauses FAR 52.219-9 "Small Business and Small Disadvantaged Business Subcontracting Plan," and NFS 1852.219-76 "NASA 8 Percent Goal," the contractor shall, as a minimum, establish the following for subcontracting in amounts equaling the specified percentages of total contract value:

Small Business (SB)*	34.5% Mod 433
Small Disadvantaged Businesses (SDB)**	17.0% Mod 433
Women-Owned Businesses (WOB)***	7.5% Mod 117

- * includes SB, SDB, and WOB
- ** includes only SDB
- *** includes only WOB

These goals may be met by any combination of vendor purchases, subcontracts, or other business arrangements.

ARTICLE B-3 CONTRACT VALUE (Mod 515)

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	9,200,000
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY99-FY00	\$405,606,378	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	18,804,377
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY01	\$234,439,495	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	19,865,904

Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY02	\$253,921,111	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	22,135,767
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY04	\$266,211,366	\$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	\$2,322,030	\$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	\$321,092	\$25,687	346,779
TOTAL OPTION 1A PERIOD	\$268,854,488	\$15,564,252	284,418,740
Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			\$0
Total FY05	\$304,659,135	\$17,058,749	321,717,884
(10/01/05-09/30/06)	\$259,760,241	\$13,909,908	273,670,149
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			\$0
Total FY06	\$288,861,895	\$13,909,908	302,771,803
Option 3BB			

10/01/04-09/30/05	\$2,391,149	\$191,292	2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	2,676,114
Total Option 3BB	\$4,869,032	\$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	357,849
10/01/05-09/30/06	\$331,781	\$26,542	358,323
Total Option 5BB	\$663,123	\$53,049	716,172
TOTAL OPTION 1B Period	\$599,053,185	\$31,411,229	630,464,414
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$244,370,822	\$12,781,080	257,151,902
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY07	\$276,238,092	\$12,781,080	289,019,172
(10/01/07-9/30/08)	\$246,781,182	\$14,968,216	261,749,398
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 515	(\$648,261)	(\$51,861)	(700,122)
Total FY08	\$279,581,758	\$14,916,355	294,498,113
Option Periods 1 Oct 06 - 30 Sep 08 Cont.			
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	2,831,326
Total Option 3BC	\$5,161,408	\$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	0
10/01/05-09/30/06	\$0	\$0	0
Total Option 4BB	\$0	\$0	0
Option 4BC			
10/01/06-09/30/07	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	358,780
10/01/07-09/30/08	\$341,511	\$27,321	368,832
Total Option 5BC	\$673,715	\$53,897	727,612
TOTAL OPTION 1C Period	\$561,654,973	\$28,164,245	589,819,218

TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,594,435,489	\$140,889,416	\$2,735,324,905
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

The amount of award fee earned, if any, shall be determined in accordance with Section J, Attachment J-8, Award Fee Evaluation Plan, and other provisions of this contract as applicable. The following specifies by award fee period the amount of available award fee, the amount of earned award fee, and the award fee score.

A F P	BASIC PERIOD OF PERFORMANCE	Available Award Fee Through Mod 514	Total Award Fee For Mod 515	Adjusted Available Award Fee	Earned Award Fee Mod 513	Earned Award Fee Mod 515	Earned Award Fee	Award Fee Score and Mod
1	10/01/98 03/31/99	\$7,681,869		\$7,681,869	\$6,146,144		\$6,146,144	80% Mod 15
2	04/01/99 09/30/99	\$6,033,858		\$6,033,858	\$4,826,665		\$4,826,665	80% Mod 36
3	10/01/99 03/31/00	\$7,837,000		\$7,837,000	\$6,731,039		\$6,731,039	86% Mod 57
4	04/01/00 09/30/00	\$6,451,003		\$6,451,003	\$5,483,352		\$5,483,352	85% Mod 75
5	10/01/00 03/31/01	\$7,589,239		\$7,589,239	\$6,754,934		\$6,754,934	89% Mod 99
6	04/01/01 09/30/01	\$6,976,249		\$6,976,249	\$6,348,388		\$6,348,388	91%Mod118
7	10/01/01 03/31/02	\$5,863,642		\$5,863,642	\$5,336,408		\$5,336,408	91%Mod127
8	04/01/02 09/30/02	\$9,798,867		\$9,798,867	\$8,765,356		\$8,765,356	92%Mod147
9	10/01/02 03/31/03	\$8,121,627		\$8,121,627	\$7,634,968		\$7,634,968	94%Mod167
10	04/01/03 09/30/03	\$8,128,883		\$8,128,883	\$7,722,439		\$7,722,439	95%Mod194
11	10/01/03 03/31/04	\$7,899,317		\$7,899,317	\$7,583,343		\$7,583,343	96%Mod220
12	04/01/04 09/30/04	\$8,227,738		\$8,227,738	\$7,980,906		\$7,980,906	97%Mod248
13	10/01/04 03/31/05	\$9,790,689		\$9,790,689	\$9,105,655		\$9,105,655	93%Mod 283
14	04/01/05 09/30/05	\$8,979,160		\$8,979,160	\$8,170,894		\$8,170,894	91%Mod325
15	10/01/05 03/31/06	\$9,117,893		\$9,117,893	\$7,476,674		\$7,476,674	82%Mod350
16	04/01/06 09/30/06	\$8,041,072		\$8,041,072	\$6,658,007		\$6,658,007	82.8%Mod393
17	10/01/06 03/31/07	\$7,825,094		\$7,825,094	\$6,260,073		\$6,260,073	80%Mod430

18	04/01/07	09/30/07	\$8,104,210		\$8,104,210	\$6,767,015		\$6,767,015	83.5%Mod480
19	10/01/07	03/31/08	\$8,167,076		\$8,167,076	\$7,350,369		\$7,350,369	90% Mod 509
20	04/01/08	09/30/08	\$7,838,648	(51,861)	\$7,786,787				
GRAND TOTAL			\$158,473,134	(\$51,861)	\$158,421,273	\$0		\$140,889,416	Earned & Available

ARTICLE B-5 SPECIAL COST PROVISIONS

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

A. Provisional Billing Rates and Reimbursement Ceiling Rates

1. Provisional billing rates for overhead and G&A costs will be specified in writing under separate cover, and may be revised either retroactively or prospectively by the contracting officer.

In accordance with FAR Clause 52.216-15, the contractor shall submit within six (6) months after its fiscal year end, and on an annual basis, an adequate final indirect cost rate proposal to the contracting officer concurrent with the

submission to the Corporate Administrative Contracting Officer (CACO) responsible for settlement of the indirect rates.

2. Notwithstanding the terms of the contract clause entitled "Allowable Cost and Payment," the contractor shall not be reimbursed for G&A costs in excess of the established ceilings.
3. Notwithstanding paragraph A.2. of this Article and the terms of the contract clause entitled "Allowable Cost and Payment", the G&A ceiling rates will be examined at the conclusion of each contract year and, if necessary and warranted in the judgment of the contracting officer, may be adjusted upward or downward for future years. In no event will the contractor be allowed to recover G&A costs incurred in past years in excess of the ceiling applicable to each such year.
4. The contractor shall not make changes to its methods of allocating G&A costs subject to ceilings in order to charge these costs to indirect expense pools not subject to ceilings without the approval of the contracting officer. The contractor shall be responsible for applying this same methodology to its subcontractors whose contracts are cost reimbursable.

B. Contract Adjustment Threshold

The contractor shall not receive an equitable adjustment to estimated cost or fee of this contract for any change, directed under the authority of the "Changes-Cost Reimbursement" clause of this contract or any other change authority, which is not estimated to have a cost impact in excess of \$200,000 per action until such time as the aggregate of the estimated costs of such changes equals \$7,600,000 in the basic contract period. \$1,520,000 for option 1A, \$3,040,000 for option 1B and \$3,040,000 for option 1C.

After reaching the original thresholds identified above for option periods 1B and 1C, an additional threshold of \$2,000,000 inclusive of fee shall be available, each option period, for changes not estimated to have a cost impact in excess of \$200,000 per action. For these changes below the per action threshold, and exceeding the original thresholds, written direction will be provided by the contracting officer describing the requirements and citing the negotiated estimated cost and fee. Within 30 days of the end of each award fee period, an adjustment will be made to contract value based on the total estimated cost and fee for the B-5 actions placed under the additional contract adjustment threshold during the award fee period. (Mod 342)

If the net aggregate of changes estimated at \$200,000-and-below reaches the above aggregate thresholds within the specified contract period, equitable adjustment(s) will be made in accordance with the contract's Changes clause for those cost impacts from additional changes in excess of the above stated threshold. (Mod 135)

C. Fringe Benefits

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

D. Incentive Compensation For Direct/Indirect Employees

Incentive compensation in excess of \$ 0 for each contract year for all direct and indirect employees, including cash bonuses (excluding suggestion and safety awards), shall not be an allowable direct or indirect costs under this contract. The contractor shall provide a summary of incentive compensation for each contract year to the contracting officer and corporate administrative contracting officer within 60 days of the end of the prior year.

E. Bonuses to Hourly Employees

As a result of paying "bonuses" to hourly employees, the contractor is required under 29 CFR Section 778.208 of the Fair Labor Standards Act to recalculate base rates for purposes of determining overtime pay for the period covered by the bonus payment. This will result in an additional one time, retroactive payment for overtime worked during the

period. Such retroactive payments shall not be considered allowable costs under this contract.

F. Transfer of Accrued Benefits

The successful offeror will accept transfer of accrued sick leave hours of personnel hired from the incumbent contractor without a break in service from the predecessor contract in excess of 60 days. However, the costs of these carry-over hours will not be paid under the successor contract unless used. Additionally, the successor offeror will recognize the vacation accrual rates, earned through seniority, of personnel hired from the incumbent contractor without a break in service from the predecessor contract in excess of 60 days. **(Mod 232)**

ARTICLE B-6 INCREMENTAL TRANSITION OF WORK REQUIREMENTS

The following requirements shall be transitioned into the J-BOSC in accordance with the following table:

Work Requirement	Beginning FY	SOW
Grounds Maintenance at CCAS (Including Florida Annexes)	01 Dec 99	2.2.2
Asbestos Removal at PAFB Deleted Mod 204	00	2.2.1
Elevator Maintenance at PAFB Deleted Mod 204	00	2.2.1
Grounds Maintenance at PAFB Deleted Mod 204	01	2.2.2
Pest Control at CCAS (Including Florida Annexes)	01	2.2.2
Family Housing Maintenance at PAFB Deleted Mod 204 (includes grounds maintenance contained in 2.2.2)	01	2.2.3 2.2.2
Custodial Services at PAFB Deleted Mod 204	01	2.2.4
Oil/Water Separators at PAFB Deleted Mod 204	01	2.2.1
Refuse Collection at CCAS, PAFB, and Florida Annex Missile Instrumentation Station at PAFB Deleted Mod 204	01	2.2.2
Athletic Field Maintenance at PAFB DELETED MOD 136		

ARTICLE B-7 PRICED OPTIONS TO EXTEND COMMUNICATION SUPPORT (SOW 3.3.2)

Under this contract, the government may exercise options to continue communication support for NASA administrative and institutional management delineated in SOW 3.3.2, beyond 30 September 01. This support includes network management, pagers, loaner pool, support to NASA specific radios (emergency services, vehicles, handhelds), Video Teleconferencing System (VITS) facilities, management of fax equipment, low bandwidth video, interface with cable plant, backbone, and other communication systems. The government may exercise this option by written notice to the Contractor not later than 60 days prior to commencement of the option period.

ARTICLE B-8 PRICED OPTION FOR CALIBRATION SERVICES TO THE EASTERN RANGE SITES FOR THE PRECISION MEASUREMENT EQUIPMENT LABORATORY (SOW 3.2.3.2)

Under this contract, the government may exercise options for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory (PMEL) as delineated in SOW 3.2.3.2. The government may exercise this option by written notice to the contractor not later than 60 days prior to commencement of the option period.

ARTICLE B-9 PRICED OPTION FOR LABORATORY AND IN-PLACE CALIBRATION SERVICES TO SUPPORT THE NASA PAYLOAD PROCESSING CONTRACTOR (SOW 3.2.3.2)

Under this contract, the government may exercise options for laboratory and in-place calibration services to support the NASA payload processing contractor as delineated in SOW 3.2.3.2. The government may exercise this option by written notice to the contractor not later than 60 days prior to commencement of the option period.

ARTICLE B-10 PRICED OPTION FOR TRANSIENT ALERT/AGE MAINTENANCE SERVICES (SOW 3.2.5)

Under this contract, the government may exercise options for transient alert/AGE maintenance services at Patrick Air Force Base as delineated in SOW 3.2.5. The decision to exercise Options 5A, 5BA, 5BB and 5BC will be based on the comparison of the offeror's proposed price with government in-house cost estimate of \$6,795,000 over ten years. Exercise of option 5BA is contingent upon exercise of Option 1A, exercise of option 5BB is contingent upon exercise of Option 1B and exercise of Option 5BC is contingent upon exercise of Option 1C. The government may exercise this option by written notice to the contractor not later than 60 days prior to commencement of the option period. (Mod 135)

ARTICLE B-11 ADMINISTRATIVE LEAVE REIMBURSEMENT

- A. When administrative leave is granted to government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), contractor personnel working in affected areas may be granted administrative leave to the extent such leave is in accord with the contractor's (i.e., employers') established leave-and-earnings policy and consistent with the contractor's performance under the contract. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the contracting officer or authorized representative. The contractor shall not grant administrative leave in accordance with the circumstances above prior to coordination with and concurrence by the Contracting Officer.
- B. Any costs associated with the contractor's grant of administrative leave under this Article shall be treated in accordance with the express provisions of this contract and other applicable cost principles and limitations, including those set forth in FAR Part 31. In

any event, no additional costs associated with those employees not granted administrative leave will be reimbursable pursuant to this Article.

ARTICLE B-12 INSTALLATION IMPROVEMENT PROGRAM

The total value of this contract includes an estimated \$25,000,000 per year (excluding fee) [reduced to \$5,000,000 for FY 2007 and FY 2008 to accomplish various, discrete “in-scope” projects or purchases for improvement of the installation. The contracting officer will establish a cost ceiling for all projects or purchases. All work performed under this Article will be approved by the contracting officer prior to initiation and will be subject to the Limitation of Funds clause. (Mod 459)

All fee associated with work to be performed under this Article is included in the award fee reflected in the contract for each award fee period. If the total estimated cost for work approved under this Article is less than \$22,500,000 or greater than \$27,500,000 in any government fiscal year changed to less than \$4,500,000 or greater than \$5,500,000 for FY 2007 and FY 2008], the parties shall negotiate an adjustment to estimated cost and fee. (459)

ARTICLE B-13 NASA/KSC INFORMATION TECHNOLOGY/GEOGRAPHICAL INFORMATION SYSTEM APPLICATIONS DEVELOPMENT

This Article applies to Statement of Work paragraphs 2.1.1.5 and 3.3.1.1 and Technical Exhibits 2.1.1.5-01 and 3.3.1-01. The total value of this contract includes the following values to support NASA/KSC Information Technology/Geographical Information System Applications Development.

<u>Performance Period</u>	<u>Estimated Contract Value</u>	<u>Estimated Cost</u>	<u>Annual Fee</u>
Fiscal Year 2000	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2001	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2002	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2003	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2004	\$3,077,446	\$2,849,487	\$227,959
Fiscal Year 2005	\$5,406,803	\$5,006,299	\$400,504
Fiscal Year 2006	\$5,159,678	\$4,777,480	\$382,198
Fiscal Year 2007	\$4,507,567	\$4,173,673	\$333,894
Fiscal Year 2008	\$5,387,622	\$4,988,539	\$399,083

All fee is included in the annual estimated contract value. If the total estimated cost for work approved under this Article is less than 90% of the annual estimated contract value in any government fiscal year, the parties shall negotiate a downward adjustment to estimated cost and fee for the affected year. Value, cost, and fee should not exceed the government fiscal year thresholds established above. (Mod 135) (Mod 235) **(Mod 495)**

ARTICLE B-14**PRICED OPTIONS FOR REGULAR AND CONSTRUCTION DEWATERING
SUPPORT OCCURRING AT NASA/KSC SOLID WASTE MANAGEMENT UNIT
(SWMU) SITES****DELETED MODFICATION 300**

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION C

DESCRIPTION/SPECIFICATIONS

PART I - THE SCHEDULE**Section C****Description/Specifications****ARTICLE C-1 SCOPE OF WORK**

The contractor shall, in accordance with the terms and conditions set forth herein, manage and provide the products, services, and data described in the Statement of Work attached hereto and made a part hereof as Attachment J-1.

ARTICLE C-2 DATA REQUIREMENTS LIST

- A. The contractor shall furnish all data identified and described in Attachment J-2.
- B. The government reserves the right to reasonably defer the dates of delivery of any or all line items of data specified in the DRL. Such right may be exercised at no increase in the contract amount. The government also reserves the right to terminate the requirement for any or all line items of data specified in the DRL. In the event the government exercises this latter right, the contract amount may be subject to an equitable adjustment in accordance with the clause herein entitled "Changes - Cost Reimbursement - Alternate II."
- C. To the extent that data required to be furnished by other provisions of this contract are also identified and described in the DRL, or supplemental DRLs, and in the DRDs referenced in such DRLs, compliance with the DRL shall be accepted as compliance with such other provisions.
- D. Nothing contained in this DRL provision shall relieve the contractor from furnishing data called for by, or under the authority of, other provisions of this contract which are not identified and described in the DRL attached to this contract. Whenever such data are identified, either by the contractor or the government, they will be provided at no increase in estimated cost.
- E. Except as otherwise provided in this contract, the cost of data to be furnished in response to the DRL attached to this contract is included in the estimated cost and shall be reimbursed in accordance with the clause herein entitled "Allowable Cost and Payment."

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION D

PACKAGING AND MARKING

PART I - THE SCHEDULE**Section D****Packaging and Marking****ARTICLE D-1 MARKING INSTRUCTIONS - CONTRACTOR ACQUIRED EQUIPMENT**

Inbound shipments to the contractor of contractor-acquired equipment and parts from all sources for the account of the Government shall be consigned to and marked as follows:

Transportation Officer, NASA
J-BOSC Contractor, Bldg. M6-744
Kennedy Space Center, FL 32899
Mark for: _____*

* Contractor to insert the name, code and address of the consignee and, if appropriate, identifying contract or order number.

NOTE: (On shipments of explosives, propellants, dangerous and potentially hazardous items via motor carrier, the contractor shall require the carrier to call the J-BOSC transportation office immediately prior to arrival, in order to receive instructions as to the unloading point within KSC and CCAS.)

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION E

INSPECTION AND ACCEPTANCE

PART I - THE SCHEDULE**Section E****Inspection and Acceptance****ARTICLE E-1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with FAR Clauses 52.246-3 and 52.246-5 and shall be performed at Kennedy Space Center, Cape Canaveral Air Station, Patrick Air Force Base, Florida Annexes and such other places of performance or delivery of work required under this contract.

ARTICLE E-2 FAR 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (APR 1984)**A. Definitions**

"Contractor's managerial personnel," as used in this clause, means any of the contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

1. All or substantially all of the contractor's business;
2. All or substantially all of the contractor's operation at a plant or separate location at which the contract is being performed; or
3. A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- B. The contractor shall provide and maintain an inspection system acceptable to the government covering supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the government during contract performance and for as long afterwards as the contract requires.
- C. The government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The government may also inspect the plant or plants of the contractor

- or any subcontractor engaged in the contract performance. The government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If the government performs inspection or test on the premises of the contractor or a subcontractor, the contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Unless otherwise specified in the contract, the government shall accept supplies as promptly as practicable after delivery; and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- F. At any time during contract performance, but no later than six (6) months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the government may require the contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph H. below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The contractor shall not tender for acceptance supplies required to be replaced without disclosing the former requirement for replacement or correction and, when required, shall disclose the corrective action taken.
- G. 1. If the contractor fails to proceed with reasonable promptness to perform required replacement or correction, the government may—
- a. by contract or otherwise, perform the replacement or correction and charge to the contractor any increased cost or make an equitable reduction in any fee paid or payable under the contract;
 - b. require delivery of undelivered supplies at an equitable reduction in any fee paid or payable under the contract; or
 - c. terminate the contract for default.
2. Failure to agree on the amount of increased cost to be charged to the contractor or to the reduction in the fee shall be a dispute.
- H. Notwithstanding paragraphs F. and G. above, the government may at any time require the contractor to correct or replace, without cost to the government, nonconforming supplies if the non-conformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the contractor's managerial personnel or (2) the conduct of one or more of the contractor's employees selected or retained by the contractor after any of the contractor's

managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

- I. This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- J. The contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery except as provided in this clause or as may be otherwise provided in the contract.
- K. Except as otherwise specified in the contract, the contractor's obligation to correct or replace government furnished property shall be governed by the clause pertaining to government property.

ARTICLE E-3 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

- A. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The contractor shall provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the government during contract performance and for as long afterwards as the contract requires.
- C. The government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services do not conform with contract requirements, the government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- E. If the contractor fails to promptly perform the services again or to take the action necessary to ensure future performance in conformity with contract requirements, the government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

ARTICLE E-4 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (APR 1984)

- A. Definition. “Contract date,” as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
- B. The contractor shall comply with the standard titled: ANSI/ASQC Q-9001-1994 (ISO 9001:1994E) “Model for quality assurance in design, development, production, installation and servicing,” in effect on the contract date, which is hereby incorporated into this contract. The Contractor shall become ISO 9001 compliant within 18 months of contract start and third party certified prior to the end of the fourth year of contract performance.
- C. Non-conforming Material. Where the use of material is proposed for use, with or without repair (ISO 9001, 4.13.2 b.), the contractor shall report the proposed use to the contracting officer or contracting officer’s representative for disposition in accordance with Federal Acquisition Regulation, Part 46 (46.407.).

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION F

DELIVERIES OR PERFORMANCE

PART I - THE SCHEDULE

Section F

Deliveries or Performance

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
http://nais.msfc.nasa.gov/msfc/nasa_ref.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<u>Clause Number</u>	<u>Title</u>
52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

ARTICLE F-2 PLACE OF PERFORMANCE

The place of performance shall be at the Kennedy Space Center, Cape Canaveral Air Station, Patrick Air Force Base, Florida Annexes and at such other locations within the scope of this contract or as approved in writing by the contracting officer.

ARTICLE F-3 NFS 1852.211-72 PERIOD OF PERFORMANCE (DEC 1988)

The initial period of performance of this contract shall be five years, from 1 October 98 through 30 September 03.

Pursuant to the option provisions of this contract, options exercised under this contract will be annotated below to reflect the option number(s), performance period(s), and the applicable contract modification number(s) as follows:

<u>Option</u>	<u>Period of Performance</u>	<u>Exercised Via Modification</u>
5A	4/1/99 –9/30/03	9
3AA	10/1/99 –9/30/00	22
3AB	10/1/00 –9/30/01	79
3AC	10/1/01 –9/30/02	79
3AD	10/1/02 –9/30/03	79

1AB	10/01/03 –9/30/04	169
3BA	10/01/03 –9/30/04	169
5BA	10/01/03 –9/30/04	169
1B	10/01/04 –9/30/06	228
3BB	10/01/04 –9/30/06	228
5BB	10/01/04 –9/30/06	228
IC	10/01/06-9/30/08	356
3BC	10/01/06-9/30/08	356
4BC	Deleted	361
5BC	10/01/06-9/30/08	356

NAS10-99001
JOINT BASE OPERATIONS AND SUPPORT
CONTRACT

SECTION G

CONTRACT ADMINISTRATION DATA

PART I - THE SCHEDULE

Section G

Contract Administration Data

ARTICLE G-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
http://nais.msfc.nasa.gov/msfc/nasa_ref.html

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

<u>Clause Number</u>	<u>Title</u>
1852.227-70	NEW TECHNOLOGY (JUL 1995)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (JUL 1997)

ARTICLE G-2 CONTRACT FUNDING (Mod 521)

Pursuant to FAR Clause 52.232-22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478.

		Funded	Funded	Total	
As of MOD	Contract Value	Cost	Fee	Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as					
of Mod 478	\$2,731,539,523	\$2,304,179,622	\$185,351,833	\$2,489,531,455	11/21/2007
480	(\$1,333,894)				
481	\$1,562,127				
485		\$13,462,728	\$1,077,018	\$ 14,539,746	12/17/2007
486	\$9,097,049				
487		\$44,216	\$3,537	\$ 47,753	12/17/2007
488	\$10,265				
489		\$63,572,607	\$5,085,809	\$ 68,658,416	3/12/2008
490		\$4,417,806	\$353,424	\$ 4,771,230	3/14/2008
491		\$77,417	\$6,193	\$ 83,610	3/14/2008
494	(\$930,462)				
495	(\$764,056)				
496		\$5,171,964	\$413,757	\$ 5,585,721	3/17/2008
497		\$9,330,699	\$746,456	\$ 10,077,155	3/26/2008

1. One original Standard Form SF 1034, SF 1035, or equivalent contractor's attachment.
 2. Seven copies of SF 1034A, SF 1035A, or equivalent contractor's attachment.
 3. The contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the contracting officer by insertion in the memorandum block the names and addresses as follows:
 - a. Copy 1, NASA Contracting Officer
 - b. Copy 2, Auditor
 - c. Copy 3, Contractor
 - d. Copy 4, Contract administration office
 - e. Copy 5, Project management office
- C. Public vouchers for payment of provisional award fee shall be prepared similarly and be forwarded to:
- John F. Kennedy Space Center, NASA
Attn: Contracting Officer
JP
Kennedy Space Center, FL 32899
- This is the designated billing office for fee vouchers for purposes of the prompt payment clause of this contract.
- D. In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

ARTICLE G-4 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS
(MAR 1998) (DEVIATION)

- A. The contractor can earn award fee from a minimum of zero dollars to the maximum stated in Article B-3.
- B. The government will evaluate the contractor's performance every award fee performance period, including option periods exercised pursuant to Section B and reflected in Article F-3, 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-8. 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 contracting officer will issue a unilateral modification to the contract that will recognize

the award fee earned. The contractor is not required to submit a separate voucher for earned award fee. The Cost and Commercial Services Branch, Code GG-B1-A, will make payment based on the unilateral modification.

- D. The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in article B-3. Award fee which is not earned in a evaluation period cannot be reallocated to future evaluation periods.
- E. 1. Pending a determination of the amount of award fee earned for an evaluation period, a portion of the available award fee for that period will be paid to the contractor on a monthly basis. The portion paid shall not exceed 75% of 1/6 of the current period's maximum potential award fee set forth for each award fee evaluation period provided, however, that when the contracting officer determines that the contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the contracting officer deems appropriate. The contracting officer will notify the contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the disputes clause. (Mod 135)
2. In the event the amount of award fee earned, as determined by the FDO, is less than the sum of the provisional payments made for that period, the contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the government, as directed by the contracting officer.
3. Provisional award fee payments may be made prior to the first award fee determination by the government.
- F. Award fee determinations made by the government under this contract are not subject to the disputes clause.

ARTICLE G-5 NFS 1852.223-71 FREQUENCY AUTHORIZATION (DEC 1988)

- A. Authorization of radio frequencies required in support of this contract shall be obtained by the contractor or subcontractor in need thereof.
- B. For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the contractor or subcontractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the contracting officer during the initial planning, experimental, or developmental phase of contractual performance. Procedures furnished by the contracting officer shall be followed in obtaining radio frequency authorization.

- C. This clause, including this paragraph (C), shall be included in all subcontracts that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required.

ARTICLE G-6 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997)

- A. For purposes of administration of the clause of this contract entitled “New Technology” or “Patent Rights-Retention by the contractor (Short Form)” whichever is included, the following named representatives are hereby designated by the contracting officer to administer such clause:

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	MM-E	John F. Kennedy Space Center, NASA Kennedy Space Center, FL 32899
Patent Representative	MM-E	John F. Kennedy Space Center, NASA Kennedy Space Center, FL 32899

- B. Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the new technology representative unless transmitted in response to correspondence or request from the patent representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the patent representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights Retention by the contractor (Short Form)" clause, unless otherwise authorized or directed by the contracting officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

ARTICLE G-7 NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

- A. Performance of the work under this contract is subject to the written technical direction of the Contracting Officer’s Technical Representative (COTR), who shall be specifically appointed by the contracting officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the contractor. Technical

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

**ARTICLE G-8 NFS 1852.245-70 CONTRACTOR REQUESTS FOR
GOVERNMENT-OWNED EQUIPMENT (JULY 1997)**

- A. “*Equipment*,” as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

- B. 1. Upon determination of need for any government owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor owned property cannot be used, citing the applicable FAR or contract authority for use of government owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.
2. The contractor's request shall include a description of the item in sufficient detail to enable the government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the industrial property officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of non-availability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.
3. Contractors who are authorized to conduct their own screening using ~~the NASA Equipment Management System (NEMS)~~ SAP and N-PROP (NASA's property management Web application that will provide access to SAP logistics data fields for most users) and other government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability. (Mod 232) (511)

ARTICLE G-9 NFS 1852.245-73 FINANCIAL REPORTING OF NASA
PROPERTY IN THE CUSTODY OF CONTRACTORS (SEP 1996)

- A. The contractor shall submit a monthly report of itemized property data. An annual report is still required for NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with 1845.505-14, the instructions on the form, and subpart 1845.71. Subcontractor use of NF 1018 is not required by this clause; however, the contractor shall include data on property in the possession of subcontractors in the annual NF 1018. (Mod 175)
- B. If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the NASA installation financial

management officer and three copies shall be sent concurrently through the DoD property administrator to the NASA office identified below. If the contract is administered by NASA, the original of NF 1018 shall be submitted to the installation financial management officer and three copies shall be sent to the cognizant NASA Property Administrator.

- C. The annual reporting period for the existing NF1018 Electronic Submission System (NESS) shall be from 1 Oct of each year through 30 Sep of the following year. The annual report shall be submitted in time to be received by October 15. The first monthly report is due August 21, 2004. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than the above dates. The contracting officer may, in the government’s interest, withhold payment until a reserve not exceeding \$25,000 or five (5) percent of the amount of the contract, whichever is less, has been set aside, if the contractor fails to submit annual NF 1018 reports when due. Such reserve shall be withheld until the contracting officer has determined that the required reports have been received by the government. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any government right. (Mod 175)
- D. A final report is required within 30 days after disposition of all property subject to reporting when the contract performance period is complete.

ARTICLE G-10 (RESERVED) MODIFICATION 175

ARTICLE G-11 NFS 1852.245-76 LIST OF GOVERNMENT FURNISHED PROPERTY (OCT 1988)

For performance of work under this contract, the government will make available government property identified below on a no-charge-for-use basis. The contractor shall use this property in the performance of this contract at Kennedy Space Center, Cape Canaveral Air Station, Patrick Air Force Base, Florida Annexes, and at other location(s) as may be approved by the contracting officer. Under the FAR 52.245-5 government property clause of this contract, the contractor is accountable for the identified property.

<u>Item</u>	<u>Quantity</u>	<u>Acquisition Cost</u>	<u>Date to be Furnished to the Contractor</u>
(See Section J, attachment J-3)	ALL	\$120M	10/01/98

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION H

SPECIAL CONTRACT REQUIREMENTS

PART I - THE SCHEDULE

Section H

Special Contract Requirements

ARTICLE H-1 CLAUSES INCORPORATED BY REFERENCE

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 address:
http://nais.msfc.nasa.gov/msfc/nasa_ref.html

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

<u>Clause Number</u>	<u>Title</u>	
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)	
1852.223-70	SAFETY AND HEALTH (MAY 2001)	MOD 125
1852.223-73	SAFETY AND HEALTH PLAN (MAY 2001)	MOD 125
1852.228-70	AIRCRAFT GROUND AND FLIGHT RISK (OCT 1996)	
1852.228-71	AIRCRAFT FLIGHT RISK (DEC 1988)	
1852.228-72	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993)	
1852.228-76	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994)	
1852.228-78	CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH (ELV) LAUNCHES (SEP 1993)	
1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)	
1852-246-70	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM (MARCH 1997)	
1852.247-71	PROTECTION OF THE FLORIDA MANATEE (MAR 1989)	

ARTICLE H-2 AUTHORIZED CHANGES

NASA/KSC or AF/45th SW contracting officers are authorized to sign modifications to the contract and perform all actions consistent with FAR 1.602. Performance of the work under this contract is subject to the written technical direction of the contracting officer's technical representative in accordance with NFS 1852.242-70.

ARTICLE H-3 OCCUPATIONAL HEALTH**A. Occupational Health Services**

The medical services set forth in KMI 1810.1G entitled "KSC Occupational Medicine Program" dated 19 June 96, will be provided to the contractor by the government to the extent that there will not be any restriction of the employees' rights under applicable workmen's compensation statutory provisions.

B. Health Examinations and Physical Requirements Standards

The contractor shall provide the following data to the Director, Biomedical Office (JJ):

1. A breakdown of the various health examinations required in support of this contract providing type, frequency, and a roster of personnel affected.
2. The applicable physical requirements standards for personnel certification if the contractor has physical requirements standards which are stricter than the applicable KSC (federal) standards; otherwise the KSC (federal) physical requirements standards are applicable to this contract.

ARTICLE H-4 SOURCES OF SUPPLY

A. At the discretion of the contractor, GSA schedules may be utilized to satisfy requirements for motor vehicles, supplies, etc. Additionally, the contractor may acquire specific supplies, equipment or services from established government contracts that contain provisions allowing contractors to place orders, e.g., Outsourcing Desktop Initiative for NASA (ODIN) contract.

B. The contractor shall be allowed to use the AF Standard Base Supply System (SBSS) if the following criteria are met:

1. Purchase is greater than \$2,500,
2. Items being purchased are AF Depot managed items,
3. Items are readily available through the SBSS, and
4. It is cost effective to use the SBSS.

Note: If the contractor chooses to use the SBSS when the above criteria are met, the contractor will provide the SBSS Stock Fund Manager an estimate of the annual expected dollar value of orders for planning purposes. When using the SBSS, the contractor will comply with procedures in AFMAN 23-110, Vol. II, Part 2 and Part 13.

ARTICLE H-5 SECURITY CONTROLS

- A. Security Requirements. The contractor shall comply with KSC, CCAS, and PAFB security requirements. The contractor shall submit to the contracting officer the name and address of each employee working under this contract ten (10) days prior to the start of work, and fill out questionnaires or other forms as may be required for security purposes, as required by the National Industrial Security Program Operating Manual, DoD 5220.22-M, or as directed by the contracting officer.

The contractor shall require each employee engaged on the work site to display government furnished identification badges and special access badges at all times. The contractor shall upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the issuing Pass and Identification Control Center

- B. Access to Secure Areas. Portions of the work under the contract are performed in secure areas, needing specific access requirements. These secure controlled/restricted areas are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is classified into “escorted” and “unescorted” access. All persons requiring unescorted access to a secure area shall be the subject of a favorable security investigation (security clearance) required for access to that area or, in most cases, will be escorted by an approved escort official. The contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access.

Personnel requiring access to Air Force restricted areas but not classified information will be granted access based upon a favorable Trustworthy National Agency Check (TNAC) performed by the Air Force. The contractor shall submit an SF 86 and SF 85P to the 45 Security Force Squadron, Personnel Security Office, PAFB (45 SFS/SFAA) for processing. Upon favorable check the contractor shall request a security badge using AF Form 2586. Personnel requiring access to areas containing classified information or material shall have the appropriate security clearance as approved by Defense Investigative Security Clearance Office.

- C. Interfaces. The contractor shall comply with controlled/restricted area procedures and instructions, to include proper security clearances and certification under NASA’s Personnel Reliability Program (PRP). Contractor personnel working in controlled/restricted areas, such as payload processing facilities, launch areas, and computer rooms, may be required to sign in and out, state the nature of business at the entrance desk, and display a unique user provided badge. All work in controlled/restricted areas shall be coordinated with the respective unit or organization in accordance with local agency security procedures.

AF contractor personnel who are currently NASA PRP certified and hired under J-BOSC contract will remain in their original reinvestigation cycle. Additionally, current AF contractor personnel hired for the J-BOSC contract who now have an AF Restricted Area Badge will be “Grandfathered” into the NASA PRP Program and granted PRP certification. These employees will be placed in a normal reinvestigation cycle and will be requested to complete KSC Form 90 every two and a half to five years, or for cause. PRP is not a general screening requirement for all contractor employees. It is only required for persons requiring unescorted access to Mission Critical Space Systems Areas, persons in Mission Critical positions, and persons performing certain Information Security (IS) functions.

ARTICLE H-6 NASA’S TECHNOLOGY TRANSFER PROGRAM

- A. The contractor shall support, and participate in, NASA’s Technology Transfer/Commercialization Program by assisting the transfer of technology developed under government contract to the private sector. The contractor’s participation may include a number of different activities including the following:
1. Dual use development of cutting edge technology having applications both within and outside the aerospace community.
 2. Collaborative efforts with third parties for the purpose of transferring technology.
 3. Government sponsored technology outreach and industry assistance programs that further the transfer of technology.
 4. Applications engineering work for the purpose of adapting the developed technology to a specific use.
- B. All projects and associated agreements will be coordinated with the COTR, MM-E, and directed in writing by the contracting officer. Agreements will state funding requirements, project description, scope of project, reporting requirements, and responsible NASA and contractor personnel. Ownership of rights to the technology developed under these collaborative and partnership activities shall be addressed in the individual agreements. Projects utilizing government funds will be approved by the contracting officer.
- C. Contractor commitment to technology transfer/commercialization can be demonstrated by the development of internal programs aimed at:
1. Education and training its workforce in technology transfer activities.
 2. Motivating its employees to report new technology as required by FAR 52.227-12.
 3. Assisting its subcontractor with technology transfer activities.

ARTICLE H-7 HAZARD COMMUNICATION

In order for NASA to comply with federal EPA, OSHA and state regulations, the contractor shall participate in the KSC Chemical Hazard Communication Program as implemented by KMI 1800.2B.

The contractor shall assimilate and maintain Material Safety Data Sheets (MSDS) for J-BOSC and other organizations and provide ready access to these MSDSs at all times.

ARTICLE H-8 GOVERNMENT/CONTRACTOR FURNISHED PROPERTY

Attachment J-3 and its technical exhibits list the property which the government will make available to the contractor for performance of this contract. The final negotiated list of government-furnished property will be incorporated into the contract by reference

- A. Contractor Replaced. Existing government property provided to the contractor on an “as-is” basis in accordance with FAR 52.245-19. Contractor shall provide any necessary replacements as contractor owned/leased property. The following types of property have special requirements as indicated:
1. Materials. The contractor will be provided the existing inventory at contract start. Any additional materials for J-BOSC or authorized customers shall be provided by the contractor. The contractor shall provide new or factory reconditioned parts and components when practicable in providing maintenance and repair services as described herein. All replacement units, parts, components, and materials to be used in the maintenance, repair, and alteration of facilities and equipment shall be compatible with the existing equipment on which it is to be used and shall meet industry standards and be suitable for their intended use. If material that meets the accepted industry standard cannot be obtained, the contractor must obtain the concurrence of the contracting officer’s technical representative before using alternate materials. The contractor shall bill the Government for contractor-provided materials only after the materials are installed or consumed in support of this contract except for Government directed supplies and materials: supplies or materials that NASA, Air Force, or approved Tenant Contractors request the contractor to maintain in inventory for immediate use. No restocking charges shall be billed unless the material must be returned to stock due to a change in customer requirements.
 2. Vehicles. Attachment J-3, Exhibit 7.0-069, List of Government-Furnished Vehicles to be Replaced by the Contractor, lists those vehicles which will be made available to the contractor upon award of the contract through 30 September 99. The contractor shall, in accordance with its proposed approach, replace the vehicles listed in Exhibit 7.0-069 with contractor owned/leased vehicles to the extent that the vehicles are still required to perform contract requirements.
 3. Low Value Property. Low value property is government-furnished equipment, special tooling, or special test equipment in designated facilities and facility areas that has an acquisition cost of less than \$1000 and is not defined as sensitive property. The contractor shall be responsible for all low value property and shall

establish a program for its use, maintenance, protection, and preservation in accordance with sound business practices. Once low value property is no longer serviceable, the contractor shall replace it as necessary with contractor owned/leased property.

- B. Government Replaced. Specified government property provided to the contractor as serviceable government furnished property in accordance with FAR 52.245-5, replacement of which shall be at the determination of the government and shall remain government owned property, for example, security force small arms weapons and supporting munitions, etc. (Mod 345).

ARTICLE H-9 CAPITALIZATION OF CONTRACTOR OWNED EQUIPMENT

- A. Introduction. The contractor may purchase equipment for the purpose of performing the work described in the SOW. The capital equipment will be capitalized and depreciated in accordance with the contractor’s established cost accounting practices and procedures, as follows:

Equipment		Minimum	Depreciation
Type _____	Cost _____	Useful Life _____	Method _____.

- B. Contractor Records. The contractor agrees to maintain complete records of capital equipment that is subject to this clause, including date of purchase, estimated service life, purchase price, depreciation base, method and schedule, and amount of depreciation recorded to date.
- C. Right to Purchase. If upon expiration or termination of this contract the government does not thereafter contract with the contractor for the performance of the same, or substantially the same services contemplated by this contract, the contractor shall, upon request by the successor contractor(s), transfer title to any prime contractor dedicated equipment identified in the records referenced above, to the successor contractor(s) at net book value, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the contractor and successor contractors.
- D. Contract Closeout. The gain or loss on sale of fixed assets will be charged or credited to the contract upon completion of the contract, for a period not exceeding 120 calendar days after completion of the contract. This will include capitalized equipment, software, and termination expense on equipment leases. This applies only to contractor replacement of government furnished property, and is effective for property replaced, and PLDDs identified, after Modification 135. The contractor shall be responsible for the disposal of any property not transferred to a successor contractor under Article H-9 C. Any property potentially subject to this clause shall be approved by the Contracting Officer prior to purchase. Allowability of costs under this clause is subject to proper record keeping as required by Article H-9 B. (Mod 135)

ARTICLE H-10 PERMITS AND LICENSES

The contractor shall comply with all applicable laws, regulations or ordinances. The contractor shall procure and keep effective all necessary permits and licenses required by the federal, state, or local government or subdivision thereof, or of any other duly constructed public authority in performance of the work unless otherwise directed by the contracting officer.

Any permit involving environmental coordination shall be submitted through the Environmental Program Office (JJ-D) at KSC or the 45 CES/CEV (MS 9125) at CCAS.

ARTICLE H-11 PROTECTION AND SAFEGUARDING OF INFORMATION AND DATA

- 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. and, when so identified by the contracting officer or designated representative, with respect to data described in subparagraphs C.2. and C.3., to:
1. Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the data to employees having a "need to know";
 2. Preclude disclosure of such data outside contractor's organization performing work under this contract without written consent of the contracting officer; and

3. Return or dispose of such data as directed by the contracting officer or designated representative when such data is no longer needed for contract performance.
- E. Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of “technical data” for the purpose of applying the requirements of the clause herein entitled FAR 52.227-14, “Rights in Data—General.”

ARTICLE H-12 CONTRACT DATA

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

Records, reports and indexes	Response times
Planning data	Workload data
Schedules	Financial/cost data
Data bases (maintained on behalf of the government)	Workload Mgt data
Maintenance data	Statistical data
Inventories	Data listing
Hazardous material inventory records	Work Status

- B. The contractor will cooperate with the government to establish an electronic data access process. Items to be addressed to facilitate this cooperative effort should include: identifying specific data to be accessed, identifying the organizations/personnel having access, developing an understanding of how specific data can be used in gaining insight to contract performance, and developing queries and data formatting. Once established, the contractor shall maintain this information in an electronic format for the contract period, as extended, and shall update the information on a quarterly basis. Updates shall be distributed via electronic notification to approved users.
- C. If the contractor maintains any of the databases required to be provided, maintained and/or delivered hereunder in a form not readable by readily available commercial software, the contractor agrees to deliver to the government a minimum of one copy of the necessary software, and documentation thereon, to enable the government or its assigned contractor(s) to obtain access to and use the data contained in each such database, along with the necessary rights to use that software for such government purposes.

ARTICLE H-13 CONVERSION TO FIXED PRICE

The government reserves the right to direct the contractor to enter into negotiations to convert all or part of the contract to a type of fixed price contractual arrangement.

**ARTICLE H-14 SMALL BUSINESS AND SMALL DISADVANTAGED
SUBCONTRACTING PLAN**

Pursuant to the clause entitled "Small Business and Small Disadvantaged Business Contracting Plan," the following approved contractor's subcontracting plans is incorporated in Section J-11:

<u>Period Covered</u>	<u>Plan Date</u>
10/01/07 – 03/31/08	2/11/2008 (Mod 503)

Revised subcontracting plans shall be submitted every six months to address the aggregate effect on the subcontracting plan. If changes exceed the current Master Buy Plan threshold they will be addressed separately. (**Mod 251**)

ARTICLE H-15 GOVERNMENT FURNISHED SERVICES

The government will furnish the following services to the contractor on a no-charge-for-use basis to the extent reasonably necessary for the contractor to fulfill its contractual obligations:

- A. Electrical Service.
- B. Water & sewage.
- C. Telephone communication services.
- D. Natural Gas.
- E. Maintenance for items listed in Technical Exhibit 7.0-008, USAF Communication Support Equipment.
- F. Calibration for AF GFE, until exercise of Option 3AA, 3AB, 3AC or 3AD, or 3BA, 3BB or 3BC. (Mod 135)
- G. Base reference standards for AF GFE, upon exercise of Option 3AA, 3AB, 3AC or 3AD, or 3BA, 3BB or 3BC. (Mod 135)
- H. Office Copier Services.
- I. Maintenance of NASA provided radios, voice, video, and data communications (Mod 112)

ARTICLE H-16 CATALOG OF SERVICES

The government has a requirement for a fixed price catalog of services to facilitate budgeting and billing processes. The contractor shall develop, deliver and maintain a catalog of the services provided under this contract. The list of specific services and/or service category shall be developed in cooperation with the government and its customers. The catalog shall include a fixed price for each service or service category. The pricing shall include all associated costs and fee/profit. The pricing methodology shall be reviewed with the JPMO prior to delivery of the catalog. The initial catalog shall be delivered to the JPMO no later than 24 months after contract award and updated every six (6) months thereafter.

ARTICLE H-17 PERFORMANCE METRICS

A key component of J-BOSC will be the ability to effectively provide management visibility into efficiency and productivity of the contract. This requirement necessitates the creation of a meaningful set of performance measures and metrics that drive corrective action and continuous process improvement. The creation and evolution of contract metrics will be achieved through a government/contractor partnership that will determine appropriate measures based on contract objectives and performance standards. The initial contractor proposed metrics will be the basis for a JPMO and J-BOSC contractor partnering effort to develop into an official set of contract approved metrics. This partnering shall continue throughout the life of the contract to ensure the metrics remain valid and relevant to government priorities and contractor performance. The contractor shall maintain the contract metrics and the database(s) used to derive them.

ARTICLE H-18 MANAGEMENT OF GOVERNMENT-OWNED/CONTRACTOR-HELD RECORDS

- A. Government-owned/contractor-held records shall be managed by the contractor in accordance with the instructions set forth in the latest editions of NPD 1440.6, NASA Records Management, NPG 1441.1 - NASA Records Retention Schedules, and KMI 1440.1 - KSC Records Management and Vital Records Programs. If required by the contracting officer, the contractor shall provide advance notice to obtain prior approval from the contracting officer to destroy or remove records subject, or possibly subject, to this clause.
- B. Government-owned/contractor-held records shall consist of documentation of contractor activities and functions necessary for the performance of this contract. This shall include documentation of those day-to-day operating procedures that are essential to carrying out the statement of work and those actions, organizational structure, policies, decisions, operations, and activities necessary to perform or continue the work performed under the contract, as opposed to the contractor's general policies, procedures, etc., that apply to the general conduct of its business. The contractor shall ensure that such records are segregated from company-owned records and from non-record material. This clause operates independently from and is not intended to affect, or be effected by, the contractor records provisions contained in FAR Subpart 4.7 and the clauses referenced therein. Government-owned/contractor-held records as described herein shall not include those contractor records that relate exclusively to the contractor's internal business or are

of a general nature not specifically related to the performance of work under the contract. When in doubt, the contractor shall seek the contracting officer's determination as to which records are subject to this clause.

- C. The contractor through the contracting officer shall coordinate with the government records manager on matters requiring advice, such as marking and segregating such records, or technical assistance in all areas of management pertaining to such records.
- D. The contractor shall prepare and submit an annual "Summary of Record Holdings" to the government records manager.

ARTICLE H-19 PRIORITIES

The contractor will be expected to provide support to customers with conflicting requirements. On a day-to-day basis the priorities of these customers will change and vary. The contractor is empowered to negotiate with these customers and prioritize required support. The government provides general guidance under which the contractor prioritizes work. Priority must be given to ensuring the success of our primary missions and the missions of our customers while ensuring the safety and health of personnel and our resources. Support and maintenance of the infrastructure are also very important and must be accomplished around the more dynamic mission priorities. The contractor shall develop management processes and systems that shall balance the requirements of the contract.

ARTICLE H-20 VEHICLE/EQUIPMENT FUELS

All fuels shall be provided by the J-BOSC contractor for all vehicles and equipment, including those vehicles designated as Heavy Equipment (HE) that are government owned and utilized by other tenant contractors. The J-BOSC contractor may purchase fuels from the 45th Space Wing Base Supply, Fuels Branch.

ARTICLE H-21 YEAR 2000 COMPLIANCE (MAY 1998)

- A. Definition: "Year 2000 compliant", as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electromechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.
- B. Any information technology provided, operated and/or maintained under this contract is required to be year 2000 compliant. To ensure this result, the contractor shall provide documentation describing how the IT items or services demonstrate year 2000 compliance, consisting of: a certification document signed by the vendor and/or original equipment manufacture for commercial items. For IT items or services developed or built, or commercial items integrated into a viable package by the contractor, the

contractor shall provide a certification document and integrated test results demonstrating year 2000 compliance.

- C. The contractor warrants that any IT items or services provided under this contract that involve the processing of date and date-related data are year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.
- D. The remedies available under this warranty shall include repair or replacement, at no additional cost to the government, of any provided items or services whose non-compliance is discovered and made known to the contractor in writing within 90 days after acceptance. In addition, all other the terms and limitations of the contractor's standard commercial warranty or warranties shall be available to the government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the government may otherwise have under this contract with respect to defects other than year 2000 performance.

ARTICLE H-22 INITIATIVES/INNOVATIONS

The parties agree that pursuit and implementation of initiatives and innovations to improve the delivery and efficiency of the services provided under the J-BOSC are important objectives of the contract and will be pursued on a continuing basis. A list of potential initiative(s), innovation(s), and/or improvement(s) may be developed during contract performance. This list will be dynamic in nature and may be modified by the parties from time to time to add additional areas of consideration and/or implementation related to the J-BOSC SOW.

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION I

CONTRACT CLAUSES

PART II - CONTRACT CLAUSES**Section I****Contract Clauses****ARTICLE I-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE**
(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://nais.msfc.nasa.gov/msfc/nasa_ref.html.

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<u>Clause Number</u>	<u>Title</u>
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006) (Mod 396/431)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (AUG 1996)

- 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- 52.215-15 TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 1997)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- 52.216-7 ALLOWABLE COST AND PAYMENT (APR 1998)
Delete paragraph (b)(1)(i), “those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract.” (MOD 125)
- 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)(The basic period of performance)(10 years, 6 months)
- 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
- 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1998) – ALTERNATE II (MAR 1996)
- 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (AUG 1998)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) [FILL IN: ZERO]
- 52.222-3 CONVICT LABOR (AUG 1996)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995)
- 52.222-6 DAVIS-BACON ACT (FEB 1995)
- 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
- 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)
- 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
- 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-26 EQUAL OPPORTUNITY (APR 1984)
- 52.222-28 EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS (APR 1984)(DEVIATION)(revise "\$1 million" to read "\$10 million")
- 52.222-29 NOTIFICATION OF VISA DENIAL (APR 1984)
- 52.222-30 DAVIS-BACON ACT-PRICE ADJUSTMENT (None or Separately Specified Method) (Dec 2001) (MOD 246)
- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
- 52.222-50 NONDISPLACEMENT OF QUALIFIED WORKERS (AUG 1997)
- 52.223-2 CLEAN AIR AND WATER (APR 1984)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)
- 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997) MOD 125
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAR 1997)
- 52.223-6 DRUG FREE WORKPLACE (JAN 1997)
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
- 52.223-9 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (OCT 1997)
- 52.223-10 WASTE REDUCTION PROGRAM (OCT 1997)
- 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-3 BUY AMERICAN ACT - SUPPLIES (JAN 1994)
- 52.225-10 DUTY-FREE ENTRY (APR 1984)
- 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

- 52.225-19 EUROPEAN UNION SANCTION FOR SERVICES (JAN 1996)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-12 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) – ALTERNATE II (JUN 1989)
- 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987) (AS MODIFIED BY NFS 1852.227-14)
- 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (JUN 1997)
- 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- 52.233-1 DISPUTES (OCT 1995)-ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)-ALTERNATE I (JUN 1985)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-2 CHANGES-COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
- 52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (AUG 1998) - ALTERNATE I (AUG 1998) (to section e add “Any subcontract with an EPA clause.”) MOD 254
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
52.246-25	LIMITATION OF LIABILITY-SERVICES (FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
52.248-1	VALUE ENGINEERING (MAR 1989)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

<u>Clause Number</u>	<u>Title</u>
1852.204-74	CENTRAL CONTRACTOR REGISTRATION (AUG 2000) Mod 122
1852.216-89	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
1852.219-74	USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
1852.219-75	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (JUL 1997)
1852.219-76	NASA 8% GOAL (JUL 1997)
1852.219-79	MENTOR REQUIREMENTS AND EVALUATION (JUL 1997)
1852.223-74	DRUG AND ALCOHOL-FREE WORKFORCE (MAR 1996)
1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.237-70	EMERGENCY EVACUATION PROCEDURES (DEC 1988)
1852.243-71	SHARED SAVINGS (MAR 1997)

ARTICLE I-2 **FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997) -- ALTERNATE II (OCT 1997) -- ALTERNATE III (OCT 1997)**

A. Exceptions from cost or pricing data.

1. In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the contractor may submit a written request for exception by submitting the

information described in the following subparagraphs. The contracting officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- a. Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic ruling, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- b. Information on modifications of contracts or subcontracts for commercial items,
 - (1) If --
 - (a) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
 - (b) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
 - (2) For a commercial item exception, the contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
 - (a) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (b) For market-priced items, the source and date or period of the market quotation or other basis for market price, the

base amount, and applicable discounts. In addition, describe the nature of the market.

- (c) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
2. The contractor grants the contracting officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace.
- B. Requirements for cost or pricing data. If the contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
1. The contractor shall submit cost or pricing data and supporting attachments in accordance with table 15-2 of FAR 15.408.
 2. As soon as practicable after agreement on price, but before award (except for unpriced actions), the contractor shall submit a certificate of current cost or pricing data, as prescribed by FAR 15.406-2.
- C. When the proposal is submitted, also submit one copy each to:
1. The administrative contracting officer, and
 2. The contract auditor.
- D. Submit the cost portion of the proposal via the following electronic media: 3.5" computer disk or CD-ROM.

ARTICLE I-3 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

A. BASIC HOURLY RATES

POSITION CLASSIFICATIONSCA TITLEWAGE RATE

(Reference Attachment J-7)

B. Fringes are as follows:

1. Paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
2. Annual Leave: Two hours of annual leave each week for an employee with less than three years service; three hours of annual leave each week for an employee with three but less than fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.
3. Life, accident and health insurance, and sick leave programs: 5.1 percent of the basic hourly rate.
4. Retirement: 7 percent of basic hourly rate.

ARTICLE I-4**FAR 52.225-5 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (JUN 1997)**

A. Definitions. As used in this clause--

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

- B. 1. The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs B.2. and B.3. of this clause.

2. This requirement does not apply to the excepted construction material or components listed by the government as follows:

None.

[List applicable excepted materials or indicate "None"]

3. Other foreign construction material may be added to the list in paragraph B.2. of this clause if the government determines that--
- a. The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);
 - b. The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - c. The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
4. The contractor agrees that only domestic construction material will be used by the contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph B.2. of this clause.

C. Request for determination.

1. Contractors requesting to use foreign construction material under paragraph B.3. of this clause shall provide adequate information for government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph B.3. of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph D of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
2. If the government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic

construction material, adequate consideration shall not be less than the differential established in paragraph B.3.(a) of this clause.

3. If the government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

- D. For evaluation of requests under paragraph C. of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request.

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material</u> <u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Quantity</u>	<u>Price</u> <u>(Dollars)</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

ARTICLE I-5 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998)

- A. Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

- B. To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- C. Notwithstanding any other clause of this contract, the contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components.
1. 52.222-26, Equal Opportunity (E.O. 11246);
 2. 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

3. 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
 4. 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- D. The contractor shall include the terms of this clause, including this paragraph (D), in subcontracts awarded under this contract.

ARTICLE I-6 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- A. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- B. The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

ARTICLE I-7 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 a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254, attachment J-10) attached to this solicitation. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, located in section J as an attachment to this contract.

ARTICLE I-8 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUL 2002)

(MOD 140)

(a) The Contractor shall comply with the security requirements outlined in NASA Policy Directive (NPD) 2810.1, Security of Information Technology, and NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology. These policies apply to all IT systems and networks under NASA's purview operated by or on behalf of the Federal Government, regardless of location.

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 180 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of

--

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause. **(MOD 140)**

(End of clause)

ARTICLE I-9 NFS 1852.215-84 OMBUDSMAN (OCT 1996)

An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award 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 the ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. If resolution cannot be made by contracting officer, interested parties may contact the installation ombudsman, Dr. Woodrow Whitlow, Kennedy Space Center, Code AA-A, Kennedy Space Center, FL 32899, telephone 321-867-2355, fax 321-867-7787, email wodrow.whitlow-1@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Deputy Administrator for Procurement, at 202-358-2090. 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. (Mod 156) (**Mod 269**)

ARTICLE I-10 NFS 1852.237-71 PENSION PORTABILITY (MODIFIED) (JAN 1997)

- A. In order for pension costs attributable to employees assigned to this contract to be allowable costs under this contract, the plans covering such employees must:
1. Comply with all applicable government laws and regulations;
 2. Be a defined contribution plan, or a multiparty defined benefit plan operated under a collective bargaining agreement. In either case, the plan must be portable, i.e., the plan follows the employee, not the employer;
 3. Provide for 100 percent employee vesting at the earlier of one year of continuous employee service or contract termination.
- B. The contractor shall include paragraph A. of this clause in all 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:
 - a. 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
 - b. 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).

ARTICLE I-11 KSC 52.223-105 EMERGENCY MEDICAL TREATMENT (JUL 00)

The contractor shall immediately call (see below for applicable telephone numbers) for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the

job site is rendered unconscious. The contractor shall require the victim to sign an appropriate “refusal of treatment” form, if medical evaluation/treatment is offered and refused.

From KSC or CCAFS property: 911

From a KSC issued cellular telephone: 867-7911

From other than a KSC issued cellular telephone: 321-867-7911

Commercial telephone users on KSC or CCAFS property: 911

(END OF CLAUSE)

ARTICLE I-12 KSC 52.236-130 CONDUCT OF FACILITY PROJECTS (APR 00)

A. Approval

The contractor shall not award or otherwise proceed with implementation of any facility project without a NASA approved Facility Project – Brief Project Document (NASA Form 1509). The contractor shall prepare or otherwise support the preparation of NASA Form 1509’s in accordance with the current edition of NPG 8820.2, Facility Project Implementation Handbook, and the current version of the KSC procedure for Facility Project Approval and Implementation. For purposes of this requirement a Facility Project is defined as any new construction, repair, and /or modification affecting Government real property located on KSC regardless of the source of funding, or located elsewhere and funded by KSC, and costing more than \$50,000. Planning and design activities leading to the implementation of the actual construction, repair or modification work normally can be accomplished prior to 1509 approval. When in doubt, guidance as to whether or not a particular activity is a Facility Project, is “implementation” versus “planning and design,” and / or the applicability of this requirement in relation to specific projects should be obtained from the KSC Spaceport Services Management Integration Office.

B. File Documentation

Construction subcontract file documentation shall include a copy of the approved NASA Form 1509 authorizing the project. For construction subcontracts requiring Contracting Officer consent, the consent file shall include a copy of the approved NASA Form 1509 authorizing the project.

(END OF CLAUSE)

ARTICLE I-13 KSC 52.223-119 ASBESTOS-CONTAINING BUILDING MATERIAL (JAN 2002) (MOD 125)

- A. Asbestos-Containing Building Materials (ACBM) are known to be present in the facilities assigned under the scope of this contract. The government will provide

information regarding the location and quantity of the known ACBM in NASA/KSC facilities to the facility tenant organizations through the JBOSC Environmental Health office.

- B. Special requirements, coordination and precautions will apply to any work taking place under contracts that involves disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1926.1101. The contractor shall coordinate any other such work involving ABCM with JBOSC Environmental Health, Fire Services and any other resident government or contractor organization whose employees may have access to the work location.

(END OF CLAUSE)

ARTICLE I-13 KSC 52.223-119 ASBESTOS-CONTAINING BUILDING MATERIALS (JAN 2002) (MOD 125)

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

(END OF CLAUSE)

NAS10-99001
JOINT BASE OPERATIONS AND SUPPORT
CONTRACT

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS

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

List of Attachments

<u>No.</u>	<u>ATTACHMENT TITLE</u>	<u>PAGE NUMBER</u>
J-1	Statement of Work	65
J-2	Data Requirements List/Data Requirements Description (DRL/DRD)	175
J-3	Government Furnished Property (GFP) for Contract Performance	205
J-4	Compliance Document Listing	209
J-5	Facilities, Systems, and Equipment Assigned for Operations, Maintenance, and Engineering.	218
J-6	Register of Wage Determination and Fringe Benefits	226
	Wage Determination No. 98-0040	227
	Wage Determination No. 94-2118	231
J-7	Statement of Equivalent Rates for Federal Hires	241
J-8	Award Fee Evaluation Plan	249
J-9	Glossary, Acronyms, and Abbreviations	256
J-10	DD Form 254 (Contract Security Classification Specification)	272
J-11	Small Business Subcontracting Plan	281