

CONTRACTOR 3rd PARTY WORK - ANNEX NO. 20
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND
HSG, LLC D/B/A HERNDON SOLUTIONS GROUP
FOR
PUBLIC HEALTH INSPECTIONS

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of HSG, LLC d/b/a Herndon Solutions Group (HSG) utilizing NASA KSC onsite resources under the NASA Environmental and Medical Contract (NEMCON) to perform C3PW work for Commander, Navy Installations Command, Morale, Welfare and Recreation (Navy MWR) Dept, 5720 Integrity Dr., Millington TN 38055. Specifically, under this Annex, HSG will perform the following work for Navy MWR where they are a NASA and USSF Prime Contractor working on KSC and CCSFS: Provide Spaceport wide, standardized public health and sanitation inspections per Florida State and local United States Space Force (USSF) public health requirements for food service and morale and welfare programs located in the secure areas operated by the Navy on Cape Canaveral Space Force Station.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

A. NASA KSC will use reasonable efforts to:

1. Provide Partner access to facilities, equipment, and institutional support required for the performance of the work outlined in Article 1 at levels equivalent to that required for HSG to perform similar work under its NEMCON contract with NASA, on a not-to-interfere-with-Government-work basis.
2. Modify this Annex, as necessary, to support changes in scope or quantity of services requested by Navy MWR.

B. Partner must:

1. Reimburse NASA in accordance with the Umbrella Agreement for use of Government resources utilized in performance of the C3PW activities, KCA-4660.
2. Forward advance payments to NASA in accordance with the Umbrella Agreement based on the estimated number of hours and associated costs for the C3PW activity, with subsequent reconciliation based on actual costs.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned milestones for the activities for this Annex defined in the “Responsibilities” Article are as follows: N/A

ARTICLE 4. FINANCIAL OBLIGATIONS

Partner agrees to advance NASA the estimated cost of \$1,887.69 identified on the Estimated Price Report (EPR) as reimbursement for NASA to carry out its responsibilities under this Annex. As additional work requirements within the scope of this Annex are identified, subsequent annexes and/or EPR will be processed to assure the total project and value are documented, and advance deposit made prior to the work being performed in accordance with the Umbrella Agreement.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: The Disclosing Party’s Background Data, if any, will be identified in a separate technical document.
2. Third Party Proprietary Data: The Disclosing Party’s Third Party Proprietary Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party’s Controlled Government Data, if any, will be identified in a separate technical document.
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature in below (“Effective Date”) and shall remain in effect until the completion of all obligations of both parties hereto, or until September 30, 2024, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

NASA John F. Kennedy Space Center

Lynne V. Phillips
Contracting Officer's Representative
Mail Code: SI-E3
Kennedy Space Center, FL 32899
Phone: 321-867-4817
E-mail: lynne.v.phillips@nasa.gov

HSG, LLC

Angela J. Czupta
Contracts Administrator
1353 N. Courtenay Pkwy
Suite Y
Merritt Island, FL 32953
Phone: 321-861-0311
E-mail: contracts@herndon-group.com

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NASA John F. Kennedy Space Center
Lynne V. Phillips
Contracting Officer’s Representative
Mail Code: SI-E3
Kennedy Space Center, FL 32899
Phone: 321-867-4817
E-mail: lynne.v.phillips@nasa.gov

HSG, LLC d/b/a Herndon Solutions Group
Angela J. Czupta
Contracts Administrator
1353 N. Courtenay Pkwy
Suite Y
Merritt Island, FL 32953
Phone: 321-861-0311
E-mail: contracts@herndon-group.com

Signature/Date:

Signature/Date:

If use of Government Furnished Property (GFP) is requested for this C3PW Annex

Brandi Roberts
Contracting Officer
Mail Code: OP-MS
Kennedy Space Center, FL 32899
Phone: 321-867-4467
E-mail: brandi.roberts@nasa.gov

Signature/Date:

The Contracting Officer hereby approves use of GFP for the purpose(s) stated herein, subject to (1) the concurrence of the Contracting Officer’s Representative for the said contract AND (2) the formal execution of the Annex and the contractor’s payment/reimbursement to the Government for the amount reflected in Article 4, Financial Obligations, in accordance with the following:

Check applicable box:

- Subject to a rental fee of \$ _____ per hour in accordance with FAR 52.245-9, Use and Charges.
- In lieu of a separate rental fee, reimbursement to the Government of the costs reflected in Article 4, Financial Obligations provides adequate consideration for the use of the identified Government Property (held by the contractor) for the purpose(s) stated in the Annex.

EXHIBIT 1: Annex Checklist

CONTRACTOR 3rd PARTY WORK (C3PW) PROJECT PROPOSAL CHECKLIST

In accordance with terms and conditions set forth in Space Act Umbrella Agreement No. KCA-4660, dated October 7, 2020, Annex No. 20, for contract 80KSC020D0023, the Partner provides NASA KSC with the following information in support of proposed C3PW work:

- A. Describe the unique Nature of KSC Resources (i.e., Government-owned facilities, property, labor and/or expertise) not available from Commercial Sources.

Public Health Inspections

The HSG public health inspection team is uniquely qualified to ensure that not only State public health requirements are maintained, but also local USSF requirements with integration of public health enforcement throughout the common Cape Canaveral Space Force Station (CCSFS) and KSC contiguous area. As the US Navy Greenhouse is equally assessable as other food service locations and food trucks on the combined NASA / USSF Spaceport, consistent inspection protocols – which exceed the State minimum requirements – will be supportive to the public health of employees who have access to the Center. State and local officials do not have jurisdiction on CCSFS which makes HSG uniquely qualified to provide this support as access to the secure location of these sites is already established. The HSG team is familiar with unique restrictions of access and movement during launch events, when catering events are often performed. The HSG team is positioned to provide support in emergency situations such as post hurricane recovery and registered employees complaints.

- B. Location of Work Performance:

US Navy Greenhouse MWR Facility, CCSFS
 Remote temporary locations (catering events, etc.)
 MWR Exercise Facilities (one is located directly behind the Greenhouse restaurant and the other is located in building 01118 – ELB)
 MWR Barbershop

- C. Civil service labor is required (additional information may be required under Checklist item D):

Yes No

- D. If Civil service labor is required, HSG, LLC has verified the appropriate flow down provisions from their Reimbursable Space Act Umbrella Agreement with NASA have been incorporated into the 3rd party agreement: Yes No Not Applicable

- 1. If yes, please provide the following information:

- a. Work being performed by the civil servant:

b. Location(s) where civil servant work will be performed:

c. Describe the hazards(s), if any, that the civil servant will be exposed to.

E. The Annex activity introduces new hazards or changes preexisting controls/mitigations for the normal work performed under KSC contract to NASA: Yes No

1. If yes, what are the hazard(s) and planned change(s) to existing controls/mitigations?

2. Verify the Partner’s Safety manager has reviewed the Annex and Checklist, work activity, hazards, and planned change(s): Yes

F. The following hazards apply to this Annex activity (click all that apply):

- Confined Spaces
- Explosives
- Liquid Propellant
- Lifting
- Cryogenics
- Pressurized Vessels/Systems
- Radiation
- Energized Electrical Systems
- Hazardous Materials (e.g., fluids, gases, corrosive liquids)
- Other: NONE

G. Identify Government facilities (office space, labs, shops, test facilities, etc.) anticipated to be utilized in accomplishment of the C3PW.

K6-1547	Logistics Facility	Public Health Office Spaces
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H. Use of GFP, including Contractor Accountable Government Property (CAGP) and Institutional Accountable Government Property (IAGP), is requested:

Yes No

No Government Equipment Required.