

ATTACHMENT 8

TERMS AND CONDITIONS FOR OPERATIONS OF RETAIL STORE

1. The property/premises (herein used interchangeably), consisting initially of approximately 400 net square feet of floor space, and described more particularly in Attachment 9 for H36049D is provided to the contractor under the following terms and conditions. The square footage and services provided will be assessed and adjusted on an annual basis with the first assessment being the week of order start date and subsequent assessments in 12-month increments thereafter.
2. Costs for services based on number of occupants (telephone and network connections) will be determined by applying the rates established at the end of this attachment to the projected occupancy for each annual period. No adjustments will be made for fluctuations in occupancy within plus or minus 10% of the projections. For fluctuations in excess of 10% of the projections, reconciliation will be made during the next annual evaluation period. Other services, such as computer systems, will be ordered and paid for on an as needed basis with the cost pre-defined at the end of this attachment.
3. At the effective date of the order, the Contractor and the Government will conduct a pre-occupation walkthrough of the property to document the pre-occupation condition. That Contractor has inspected and knows the condition of the property and accepts same on effective date of this order, and releases the Government from any obligation to make any alterations, repairs, or additions thereto, except as specifically provided in the terms and conditions of this attachment. At the expiration or termination of this order a physical survey and condition report of the premises shall be prepared by a representative of the Government and a representative of Contractor and submitted to the Government and Contractor. Said report will constitute the basis for settlement by Contractor with the Government for property under this Order shown to be lost, damaged, or destroyed; any such property to be either replaced or restored to the conditions required by term and condition hereof, or at the election of the Government, reimbursement made thereof by Contractor at the then current market value thereof.
4. Government covenants said premises are provided "as is", and hereby agrees to keep such premises in good and tenantable condition and to make at Government's own expense such repairs/maintenance to any portion of said building as may be deemed necessary by the Government.
6. Contractor shall conduct an annual chemical inventory and provide the results to the Government. The first inventory shall be due within one month of the signing of this order and annually in October thereafter unless otherwise directed.
7. Contractor shall not introduce new chemicals to the site without approval from the Government and providing the proper Material Safety Data Sheets.
8. Contractor shall be fully responsible for disposal of any hazardous waste it generates. If the Government responds to a chemical spill caused by Contractor, Contractor shall be responsible for

reimbursing the Government for consumable items expended and labor and material consumed by the Government for the spill response (including clean up).

9. All chemical containers shall be provided with secondary containment to minimize storm water pollution. Contractor shall comply with MWI 8550.3, Wastewater Compliance for any discharges to the Storm Sewer.
10. Contractor shall coordinate all wastewater releases to the sanitary sewer with the Government. (Normal sanitary sewage, such as from bathrooms, is excluded).
11. Contractor shall not introduce any additional combustion devices to MSFC (i.e., boilers, back up emergency generators) without the prior approval of the Government.
12. Contractor shall report its solid waste streams. Waste streams shall be identified and reported to the Government in accordance with MWI 8540.2. Contractor shall collect and dispose of all waste. Contractor shall provide recycling of paper, aluminum cans, plastic bottles, and printer toner cartridges as a minimum, and shall be responsible for any other recyclables.
13. Contractor shall fully comply with all requirements of NASA's safety programs (including but not limited to latest versions of NPD 8710.2, MPG 8715.1, and MWI 8715.9).
14. Contractor shall fully comply with the Government's employee certification program for any employees operating Government-provided equipment. All affected employees shall be certified in accordance with the requirements of MWI 3410.1. Certifications shall be maintained current and documented in the Government's CERTRAK database.
15. Parking for all Contractor employees shall be in the parking lots convenient to the Retail Store.
16. Contractor shall provide a Program Manager/Point-of-Contact (POC) to be a single POC for information dissemination or resolution of safety issues.
17. The Government will provide Contractor with emergency medical services including first aid for occupational related injuries and illnesses at the medical center and ambulance support for patients requiring transport.
18. Contractor shall be responsible for providing industrial hygiene services as necessary to support its operations. The Government will provide industrial hygiene consultation support and will conduct annual industrial hygiene inspections.
19. The Government will provide Contractor with basic telephone (with the exception of Federal Telephone Service (FTS) long distance) and computer services to include the provision and maintenance of networks (including servers). Contractor shall provide actual desktop computers, laptops, technical workstations, and necessary peripherals. MSFC's Integrated Desktop Services (IDS) will not be provided nor available to Contractor.
20. Contractor will be allowed use of the US Post Office located in Building 4200 but shall not receive NASA contracted mail service (including "in plant" mail delivery and pick up).

21. The Government will provide Contractor with general security services to include:

- 1) Badging
- 2) Security advice and assistance,
- 3) Random building security inspections,
- 4) Armed response to emergencies,
- 5) Maintenance of current level of access control.
- 6) Investigations of theft/missing property,
- 7) Lock and key services.

If Contractor requires an increased level of security (e.g., dedicated security patrol, additional access control card readers, or Closed Circuit Television (CCTV), Contractor shall identify the requirements and provide funding to the Government to procure, install, and maintain the services or systems to ensure compatibility with the current Center infrastructure and security services contract on a case-by-case basis.

22. The Government at its discretion may allow Contractor to use certain property. If Contractor utilizes Government-owned property, it shall fully comply with all Government regulations regarding its use. It shall also participate in regular inventories to ensure its accountability.
23. Contractor will be allowed to use all “for fee” services offered by the NASA Exchange.
24. Subject to prior approval of the Government, Contractor shall have the right to alter or modify the premises covered by this Attachment 8. All fixtures added and improvements made in, on or to such structure by Contractor and any subsequent repair, replacement or renovation to such fixtures or improvements, shall be at its own expense. Any modification or alteration shall be subject to inspections, including a final inspection by the Government for conformance with the approval granted. All designs for modifications shall receive consent of the Government prior to implementation. All construction shall be according to design and comply with all building codes. Removable fixtures shall remain the property of Contractor and at its option may be removed there from at the expiration of the term or terms of this order. At order completion, the Contractor shall restore the building to its original condition or abandon any fixtures or improvements.
25. That, except for its associated, affiliated or successor companies, Contractor shall neither transfer nor assign the premises covered by this Attachment 8, nor sublet said premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with same without permission in writing from the Government.
26. That the right is hereby reserved to the Government, its authorized officers, agents, and employees, to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the Government.
27. That the Government will not be responsible for damage to property or injury to or death of persons which may be incident to the use and occupancy of the said premises, or for damage to the property of Contractor, or for damage to the property or injury to or death of Contractor’s officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of

any one of them, and Contractor shall release and hold the Government harmless from any and all such claims, except to the extent such damage to property or injuries to persons are the result of the negligence or willful or wanton conduct of the Government, its officers, agents, servants, or employees.

28. That the said Contractor shall at all times exercise reasonable diligence in the protection of the premises against damage or destruction by fire and other causes.
29. That any property of the Government which is damaged or destroyed by Contractor incident to Contractor's use and/or occupation of the said property shall be promptly repaired or replaced by Contractor to the satisfaction of the Government or in lieu of such repair or replacement Contractor shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of said damages to or destruction of Government property.
30. That Contractor shall comply with all applicable laws, ordinances, and regulations of the state, county, and municipality, with regard to construction, sanitation, licenses, or permits to do business, and all other matters. In addition, no foreign nationals shall be allowed onsite without proper escort.
31. That Contractor shall not construct any advertising sign on the demised premises without the prior written consent of the Government.
32.
 - a) Any dispute concerning a question of fact arising under this Attachment 8 which is not disposed of by mutual agreement shall be decided by the Associate Director, MSFC, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the Associate Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.
 - b) This term and condition No. 32 does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided that nothing in this Attachment 8 shall be construed as making final the decision of any administrative official, or representative, on questions of law.
33. That the Government may, upon determination by the MSFC Director that in the interest of the national space program, the national defense, or the public welfare so requires, terminate this Attachment 8 at any time at no cost to the Government, by giving at least thirty (30) days prior written notice to Contractor. The Government may also terminate this Attachment 8 in the event Contractor violates any of the terms and conditions of this Attachment 8 and continues and persists therein for thirty (30) days after notice thereof in writing from Government, provided that, in case of such termination, reimbursement shall be paid on a pro-rata basis to date of termination. Any notice of termination by Contractor or Government will specify the effective date of termination. The Government will strive to provide 4 months notice of any intent to terminate the Attachment 8; however, regulatory requirements provide for a thirty (30) day termination notice and will be adhered to if necessary.
34. Upon expiration or termination of Attachment 8, Contractor shall vacate the premises within a reasonable time, remove the property of Contractor there from, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of Attachment 8, ordinary wear and tear excepted. If Contractor shall fail or neglect to remove said property and so restore the premises, then, at the option of the Government, said property shall either become the

property of the Government without compensation thereof, or the Government may cause it to be removed and the premises to be restored at the expense of Contractor.

- 35. The Government will furnish to Contractor, as part of the consideration for the basic reimbursement charge, all utilities and other services (including electrical energy for power required to operate Contractor's equipment). These utilities and services include, heat, water, sewer, air conditioning, building maintenance, security service, fire prevention, and fire fighting arrangements (to the same extent as they may be available for the remainder of MSFC). Although the Government agrees to exert every reasonable effort to provide such services, in the event of an interruption, the Government assumes no liability for such interruptions nor for any added expenses that Contractor may incur in this connection. Order rates shall include utilities costs based on a past four-year average. The Government will make equitable adjustments to the rates after the first year if the metered utility costs vary significantly (10%) from the average of the past four years.
- 36. That, except as otherwise specifically provided, any reference herein to "Director" shall include his duly appointed successors and his authorized representatives.
- 37. Any notice required or permitted to be given hereunder to Contractor shall be sent postage prepaid to the following location:

Contractor POC
Address

- 38. Any notice required or permitted to be given hereunder to the Government will be sent postage prepaid to the following location:

George C. Marshall Space Flight Center Contracting Officer
PS30
Huntsville, AL 35812

That except for utility connections and Capital Equipment (which becomes Government Property pursuant to terms listed herein), all equipment and other property of Contractor shall be and remain personal property regardless of how attached to the order premises, and the same may be removed by Contractor at any time during the Attachment 8 or within a reasonable period after expiration or termination thereof.

Reserved



SERVICE RATES

BASE YEAR A	BASE YEAR B	BASE YEAR C	OPTION 1	OPTION 2	AWARD TERMS 1/2	AWARD TERMS 2/3/4	AWARD TERMS 3/4
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FACILITY USE

(BASED ON NET USABLE SQUARE FOOTAGE 29,260)

BASE COST PER SQUARE FOOT

Building 4471 \$3.85 112,651 10,090 3,113 -0- -0- -0- -0- -0-

CELL PHONE (ANNUAL COST PER UNIT)

200 MINUTE PLAN 474 491 508 526 544 563 583 603

DUPLICATING (COST PER COPY)

BLACK&WHITE 0.05 0.05 0.05 0.06 0.06 0.06 0.06 0.06

BLACK&WHITE EXPEDITED 0.09 0.09 0.10 0.10 0.10 0.11 0.11 0.11

COLOR 0.40 0.41 0.43 0.44 0.46 0.48 0.49 0.51

COLOR EXPEDITED 0.80 0.83 0.86 0.89 0.92 0.95 0.98 1.02

SELF SERVICE BLACK & WHITE LEASE 1908 1975 2044 2115 2189 2266 2345 2428

COMPUTER SYSTEMS (ANNUAL COST)

FILE 1 316 327 339 350 363 375 388 402

GP1 MAC 1974 2043 2115 2189 2265 2344 2427 2511

GP2 PC 1976 2045 2117 2191 2268 2347 2429 2514

GP3 MAC 2732 2828 2927 3029 3135 3245 3358 3476

GP3 PC 2268 2347 2430 2515 2603 2694 2788 2886

SE1 MAC 2072 2145 2220 2297 2378 2461 2547 2636

SE1 PC 1976 2045 2117 2191 2268 2347 2429 2514

SE1 UNIX 2839 2938 3041 3148 3258 3372 3490 3612

SE2 PC 3563 3688 3817 3950 4089 4232 4380 4533

SE2 UNIX 2911 3013 3118 3227 3340 3457 3578 3704

SE3 UNIX 4795 4963 5137 5316 5502 5695 5894 6101

PAGERS (ANNUAL PER UNIT)

NATIONWIDE ENHANCED 2 WAY 596 617 638 661 684 708 733 758

NATIONWIDE 277 287 297 307 318 329 341 352

NATIONWIDE STD 2-WAY 325 336 348 360 373 386 400 413

STATEWIDE 55 57 59 61 63 65 68 70

TELEPHONES (ANNUAL PER UNIT)

260 269 279 288 298 309 320 331

RADIOS (ANNUAL PER UNIT)

140 145 150 155 161 166 172 178

SERVICE RATES DESCRIPTION

FACILITY USE

Office Space - Approximately 400 SQ. FT.
 Space including maintenance, custodial, and utilities for rooms in which desk type management, administration, or business activities are conducted. It also includes conference rooms and storage and miscellaneous space associated with office space.

CELL PHONE

Wireless telephone service, including roaming capabilities, to the NASA/MSFC Community.
 Plan includes 200 minutes including. All minutes over 200 will be charged at the current rate incurred by the Information Services Department.

DUPLICATING

Black and White Duplicating - Basic support (provided by MSFC Central Reproduction, located in Building 4200, Room G34) which provides black and white reproduction, duplication, binding, and finishing services from hard copy. Routine duplication includes black and white, two sided, non-copyrighted material in small volumes (less than 5,000 copies), as well as automated address merging with document originals. All requests will be reproduced two-sided (duplex) unless a justification for single-sided copying is approved.

Black and White Expedited - Black and white reproduction that requires dedicated priority service and overtime to meet the customer-specified due date.

Self Service Black and White - Provides walk-up black and white copiers that are obtained through the MSFC Lanier contract based on copying requirements.

Color - Color reproduction, duplication, binding, and finishing services from hard copy.

Color Expedited - Color reproduction that requires dedicated priority service and overtime to meet the customer specified due date.

SERVICE RATES DESCRIPTION

COMPUTER

FILE 1 - Provides hosting services for file/group space per user request.

GP1 MAC - Entry level MAC, technology refresh, hardware maintenance, ODIN applications software maintenance, software technology refresh, relocations, LAN connectivity, help desk support, training, system administration support, network printing services, and file server space/support. Optional services include local backup and restore services, desktop conferencing, and laptop loan pool management for the GP3 seats per user request.

GP2 PC - Mid level PC; typical IDS seat; and technology refresh, hardware maintenance, ODIN applications software maintenance,

software technology refresh, relocations, LAN connectivity, help desk support, training, system administration support, network printing services, and file server space/support. Optional services include local backup and restore services, desktop conferencing, and laptop loaner management for the GP3 seats.

GP3 MAC - GP3 MAC - MAC laptop, IDS remote services, technology refresh, hardware maintenance, ODIN applications software maintenance, software technology refresh, relocations, help desk support, training, system administration support, network printing services, and file server space/support. Optional services include local backup and restore services, LAN connection, desktop conferencing, and laptop loaner pool management for the GP3 seats per user request.

GP3 PC - PC laptop, IDS remote services, technology refresh, hardware maintenance, ODIN applications software maintenance, software technology refresh, relocations, help desk support, training, system administration support, network printing services, and file server space/support. Optional services include local backup and restore services, LAN connection, desktop conferencing, and laptop loaner pool management for the GP3 seats per user request. Also optional is the GP3 lightweight - laptop under 3.5 lbs.

SE1 MAC - High level MAC desktop/laptop, typical IDS seat, technology refresh, hardware maintenance, ODIN applications software maintenance, software technology refresh, relocations, LAN connectivity, help desk support, training, system administration support, network printing services, and file server space/support. Optional services include local backup and restore services, desktop conferencing, and laptop loaner pool management for the GP3 seats.

SE1 PC - High level PC desktop/laptop, technology refresh, hardware maintenance, ODIN applications software maintenance, software technology refresh, relocations, LAN connectivity, help desk support, training, system administration support, network printing services, and file server space/support. Optional services include local backup and restore services, desktop conferencing, and laptop loan pool management for the GP3 seats.

SE1 UNIX - Entry level UNIX workstation, IDS software environment, technology refreshment, hardware maintenance, ODIN applications software maintenance, software technology refreshment, relocations network connectivity, help desk support, training, system administration, network printing services, and file server space/support.

SE2 PC - Ultra high level computer with multiprocessor capability. Includes all of the standard services entitled to GP1, GP2, GP#, and SE1 PC seats with the exception of ODIN applications software maintenance and ODIN applications software. These services are optional.

SE2 UNIX - Middle level UNIX workstation, technology refreshment, hardware maintenance, software technology refreshment, relocations, network connectivity, help desk support, training, system administration, network printing services, and file server space/support. IDS software environment is optional.

SE3 UNIX - High level UNIX workstation, technology refreshment, hardware maintenance, software technology refreshment, relocations, network connectivity, help desk support, training, system administration, network printing services, and file server space/support. IDS software environment is optional

SERVICE RATES DESCRIPTION

PAGERS - Provides either local, statewide, or nationwide wireless paging services to the NASA/MSFC Community and MAF.

Nationwide Enhanced 2-Way - Alpha/numeric display, major metropolitan area coverage; ability to originate/respond to text messages from pager, date and time stamp; selective deletion of messages; ability to answer page from pager keyboard; ability to send/receive messages via internet e-mail; storage of messages when out of coverage area and delivery of them upon return; and 24 X 7 customer service line.

Nationwide - Numeric display; 10 number memory storage; major metropolitan area coverage; selectable alert; date and time stamp; selective deletion of messages; voice messaging; memory retention; and 24 X 7 customer service line.

Nationwide Standard 2-Way - Alpha/numeric display; 10 number memory storage; nationwide major metropolitan coverage; selectable alert; selective deletion of messages; voice messaging; storage of messages when out of coverage area and delivery of them upon return; ability to send/receive any one of 13 pre-programmed, selectable messages via e-mail; and 24 X 7 customer service line.

Statewide - Numeric display; 10 number memory storage; statewide coverage; selectable alert (tone or vibrate); date and time stamp; selective deletion of messages; memory retention; and 24 X 7 customer service line.

TELEPHONE - Provides infrastructure telephone services to the NASA/MSFC Community. Maintains a PABX switch for MSFC. This support also provides Basic telephone services to the NASA/MSFC Community. This service includes providing an instrument and maintenance support services. This service also includes FTS.

RADIOS - Provides a Standard MSFC Radio with access to MSFC Talk Groups.

Features: Frequency Reuse

14 Talk Groups

Establish new MSFC Talk Groups

Approx 250 Talk Groups available

Talk Group Examples: Test Stand, Security, Safety, Taxi, etc.

Desktop Charger

Radios MUST be obtained from MSFC ISD to eliminate possibility of interference/interruption of MSFC band frequency.