

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL
Offeror to complete blocks 12, 17, 23, 24, & 30

1. REQUISITION NUMBER 4200004848 (1F)		PAGE 1 OF 395	
CONTRACT NO. GS-10F-0038M	3. AWARD/EFFECTIVE DATE April 1, 2003	4. ORDER NUMBER H36049D	5. SOLICITATION NUMBER RFQ 8-1-1-A4-00155
7. FOR SOLICITATION INFORMATION CALL:		A. NAME Daniel Fuller	B. TELEPHONE NUMBER (No Collect Calls) 256-961-2086
		8. OFFER DUE DATE/Local time December 4, 2002 12 noon	

9. ISSUED BY NASA George C. Marshall Space Flight Center Procurement Office (PS-31E) Marshall Space Flight Center, AL 35812	CODE PS-31E	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE, % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SM. BUSINESS <input type="checkbox"/> 8(A) NAICS: 561210 SIZE STANDARD: 6M	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS None
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15. DELIVER TO Marshall Space Flight Center MSFC, AL 35812	CODE	16. ADMINISTERED BY Daniel Fuller, PS31-E Tel: 256-961-2086 Dan.Fuller@mssc.nasa.gov	CODE PS-31E
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17a. CONTRACTOR/OFFEROR EG&G Technical Services, Inc. 900 Clopper Road Gaithersburg, MD 20878	CODE 34157	FACILITY CODE	18a. PAYMENT WILL BE MADE BY NASA Marshall Space Flight Center MSFC Accounting Operations Office MSFC, AL 35812	CODE RS-23
TELEPHONE NO. 703-330-4123 FAX NO. 703-330-4168 DUNS NO: 083070925	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input checked="" type="checkbox"/> SEE ADDENDUM			

19. EM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Logistics Services for the Marshall Space Flight Center (MSFC) See Attached Schedules of Prices Original Signed By: /s/ Stephen P. Beale April 1, 2003 Approved: Stephen P. Beale Procurement Officer (Attach Additional Sheet as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA TBD 4200007129	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$20,942,077 TBD
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.	ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.	ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>	29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>
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30a. SIGNATURE OF OFFEROR/CONTRACTOR Original Signed by: /s/ Thomas S. Walter	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Original Signed by: /s/ Byron W. Butler
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Thomas S. Walter VP, Business Operations	30c. DATE SIGNED 02-18-03	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Byron W. Butler Contracting Officer	31c. DATE SIGNED April 1, 2003
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SECTION 1 - ADDENDA TO SF 1449

THE TERMS INCLUDED HEREIN ARE IN ADDITION TO THOSE INCLUDED IN THE GSA CONTRACT. IN THE EVENT THERE IS/ARE ANY CONFLICT(S), THE TERMS INCLUDED HEREIN WILL TAKE PRECEDENCE.

Note – The words *contract* and *order* as shown herein are used synonymously

ADDENDUM TO FAR 52.212-4, BLOCK 27a is as follows.

The following clauses are incorporated by reference, with the same force and effect as if they were given in full text.

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

<u>Clause No.</u>	<u>Title</u>
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)
52.204-1	Approval of Contract (Dec 1989) (Insert “MSFC Procurement Officer”)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Feb 2002)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)
	Subparagraph (b)(1) Insert ten (10) percent
	Paragraph (c) <input type="checkbox"/> Quoter elects to waive the adjustment. (Check block if applicable)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Sep 2000)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Mar 1998)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
52.232-18	Availability of Funds (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)

52.239-1	Privacy or Security Safeguards (Aug 1996)
52.245-2	Government Property (Fixed-Price Contracts) (Dec 1989)
52.245-19	Government Property Furnished "As Is" (Apr 1984)
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.246-6	Inspection – Time-and-Material and Labor-Hour (May 2001)
52.246-16	Responsibility for Supplies (Apr 1984)
52.247-34	F.O.B. Destination (Nov 1991)
52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

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

<u>Clause No.</u>	<u>Title</u>
1852.203-70	Display of Inspector General Hotline Posters (Jun 01)
1852.204-76	Security Requirements for Unclassified Automated Information Resources (July 2002)
1852.208-81	Restrictions on Printing and Duplicating (Oct 2001)
1852.215-84	Ombudsman (Jun 2000) (Insert "MSFC Ombudsman Axel Roth, Code DE01, MSFC, AL 35812, telephone (256) 544-0451, fax number (256) 544-7920, e-mail address: Axel.Roth@msfc.nasa.gov")
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.223-70	Safety and Health (Apr 2002)
1852.223-74	Drug and Alcohol Free Workplace (March 1996)
1852.237-70	Emergency Evacuation Procedures (Dec 1988)
1852.245-71	Installation-Accountable Government Property (June 1998)

The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far/>

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

(END OF SECTION)

SECTION 2 - FULL-TEXT PROCUREMENT UNIQUE CLAUSES**SUPPLIES OR SERVICES AND PRICES/COSTS****1. SUPPLIES AND/OR SERVICES TO BE FURNISHED**

The purpose of this order is to acquire a broad range of Logistics Services for the Marshall Space Flight Center (MSFC). This performance-based order provides two basic methods for the acquisition of these services.

A. Firm-Fixed-Price (FFP) Lump Sum Work

Work that can be identified in advance, both in sufficient detail and quantities, and for which a fair and reasonable price can be obtained is identified as FFP Lump Sum work, henceforth identified as Lump Sum work. Lump Sum prices include all overhead, G&A, profit, and anything else that applies to delivering the services listed in the "Schedule of Prices for Lump Sum Work," located at the end of this section as spreadsheets 1 through 10. Options for some of the Lump Sum services are included in the "Schedule of Prices for Lump Sum Work Options." More information about the options is contained in Clause 18, Variation In Quantity. When there is a difference between the result of a unit price multiplied by the quantity and the extended total amount, the unit price is held to be the intended price and the total amount will be calculated accordingly. Some services to be provided on a Lump Sum basis are subject to the "Variation in Quantity" clause which is set forth in Clause 18.

B. Indefinite Delivery, Indefinite Quantity (IDIQ) Work

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as IDIQ work. IDIQ work includes all work identified as IDIQ in Attachment 1. IDIQ will be issued as either FFP, PrePriced Work (PPW), or Time and Material (T&M). FFP may be based on fixed labor rates and materials, or a combination of these with Specialty Services and/or PPW. Specialty Services may be stand-alone FFP work. T&M work will be limited to those instances where the Government decides that work cannot be adequately defined at any time during the work process to develop a FFP cost estimate. See Clause 8, IDIQ Ordering Procedures, for applicable coefficients. The price schedules for each year and award-term period are included in Microsoft Excel® spreadsheets titled "Schedule of Prices for Prepriced IDIQ Work," "Schedule of Prices for IDIQ Material Coefficients," and "Schedule of Prices for Fixed Labor Rates" are located at the end of this section. These IDIQ services are not subject to Clause 18, Variation in Quantity.

2. FIRM-FIXED-PRICE FOR LUMP SUM

- A. The total firm-fixed price of this GSA order for the base period from the effective date through March 31, 2006 is: \$ 21,988,951 (not including phase-in costs)
- B. If the Government exercises any options or awards any of the award-term periods pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION/ PERIOD</u>	<u>AWARD TERM PERIOD COVERED</u>	<u>FIRM FIXED PRICE LUMP SUM</u>
Option No. 1	04/01/06 - 03/31/07	\$ <u>7,422,089</u> (From Spreadsheet 4)
Option No. 2	04/01/07 - 03/31/08	\$ <u>7,496,230</u> (From Spreadsheet 5)
Award-Term Period 1	04/01/08 - 10/31/08	\$ <u>4,398,062</u> (From Spreadsheet 6)
Award-Term Period 2	11/01/08 - 05/31/09	\$ <u>4,428,943</u> (From Spreadsheet 7)
Award-Term Period 3	06/01/09 - 12/31/09	\$ <u>4,435,650</u> (From Spreadsheet 8)
Award-Term Period 4	01/01/10 - 07/31/10	\$ <u>4,489,550</u> (From Spreadsheet 9)
Award-Term Period 5	08/01/10 - 03/31/11	\$ <u>5,147,413</u> (From Spreadsheet 10)

3. LIMITATION OF FUNDS

- A. Of the total price of the services identified as lump sum, the sum of \$ TBD is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
TBD	TBD

***NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL TASK ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.**

- B. The Contractor agrees to perform, or have performed work, as specified in the PWS up to the point at which, if this order is terminated pursuant to paragraph (l) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the order. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the order, anything to the contrary in the termination clause notwithstanding.

- C. 1. It is contemplated that funds presently allotted to this order will cover the work to be performed until Date TBD.
2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the order is terminated pursuant to paragraph (1) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to that clause will approximate 75 percent of the total amount then allotted to the order.
3. (i) The notice shall state the estimated date when the point referred to in subparagraph 3.C.(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the order or otherwise agreed to by the parties.
4. If, after the notification referred to in subdivision 3.C.(3).(ii) above, additional funds are not allotted by the date specified in subparagraph 3C(1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this order on that date or on the date set forth in the request, whichever is later, pursuant to paragraph (1) of FAR Clause 52.212-4.
- D. When additional funds are allotted from time to time for continued performance of the work under this order, the parties shall agree on the applicable period of order performance to be covered by these funds. The provisions of subparagraphs 3.A and 3.C above shall apply to the additional funds and the substituted date pertaining to them, and the order shall be modified accordingly.
- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this order, the Contractor incurs additional costs or is delayed in the performance of the work under this order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices

where applicable) of the items to be delivered, or in the time of delivery, or both.

- F. The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional order funds.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under paragraph (m) of FAR Clause 52.212-4. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph 3.A above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for the rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of the Government to terminate this order pursuant to paragraph (l) of FAR Clause 52.212-4.

(End of Clause)

4. PERIOD OF PERFORMANCE

- A. The period of performance of this GSA order shall be from the effective date through March 31, 2006.
- B. In the event the Government elects to exercise option(s) or awards the contractor award-term periods pursuant to the terms of this GSA order, the period of performance for each option or award-term period shall be as set forth below:

<u>Option/ Award-Term Period No.</u>	<u>Period of Performance</u>
1	April 1, 2006 – March 31, 2007
2	April 1, 2007 – March 31, 2008
Award Term 1	April 1, 2008 – October 31, 2008
Award Term 2	November 1, 2008 – May 31, 2009
Award Term 3	June 1, 2009 – December 31, 2009
Award Term 4	January 1, 2010 – July 31, 2010
Award Term 5	August 1, 2010 – March 31, 2011

(End of Clause)

5. PLACE OF PERFORMANCE

The Contractor shall perform the work under this GSA order at the George C. Marshall Space Flight Center (MSFC), Alabama and at near site locations within

fifty (50) miles of MSFC or at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

6. INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

- A. The definite quantities of services in this order are considered to be that identified as the firm-fixed-price lump sum portion. These services are ordered, and funds are obligated, by this order. Work that cannot be sufficiently identified, predetermined, or quantified is identified as IDIQ work.
- B. IDIQ work is specified in Performance Work Statement Sections 3 to 10, Attachment 1.
- C. The value (minimum and maximum) of all IDIQ work under this order is as follows:

<u>PERIOD</u>	<u>IDIQ Dollars</u>		
	Min/Max Range		
Base Year A	TBD	03/31/04	\$400,000/\$12,000,000
Base Year B	04/01/04	03/31/05	\$400,000/\$12,000,000
Base Year C	04/01/05	03/31/06	\$400,000/\$12,000,000
Option No. 1	04/01/06	03/31/07	\$400,000/\$12,000,000
Option No. 2	04/01/07	03/31/08	\$400,000/\$12,000,000
Award-Term Period 1	04/01/08	10/31/08	\$233,333/\$7,000,000
Award-Term Period 2	11/01/08	05/31/09	\$233,333/\$7,000,000
Award-Term Period 3	06/01/09	12/31/09	\$233,333/\$7,000,000
Award-Term Period 4	01/01/10	07/31/10	\$233,333/\$7,000,000
Award-Term Period 5	08/01/10	03/31/11	\$266,666/\$8,000,000

The Government is not obligated to place any orders under this order for IDIQ work except for the guaranteed minimum stated above. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable price adjustment.

(End of Clause)

7. ORDER LIMITATIONS (52.216-19) (Oct 1995)

- A. *Minimum order.* When the Government requires supplies or services covered by this order in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the order.

- B. *Maximum order.* The Contractor is not obligated to honor:
1. Any order for a single item in excess of (Identified in “Max Range” in Clause 6.C for any period);
 2. Any order for a combination of items in excess of (Identified in “Max Range” in Clause 6.C for any period); or
 3. A series of orders from the same ordering office within forty-five (45) days that together call for quantities exceeding the limitation in subparagraph 7B1 or 2 of this section.
- C. If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph 7.B of this section.
- D. Notwithstanding paragraphs 7.B and 7.C of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph 7B, unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

8. **IDIQ ORDERING PROCEDURES**

- A. The Contracting Officer (CO) shall issue all IDIQ work under this order. As required, blanket Delivery Orders (DOs) shall be issued to establish a dollar value ceiling for issuance of Logistics Service Orders (LSOs). Technical monitors, appointed by the Contracting Officer, shall direct the issuance of LSOs to request and schedule specific services under \$500,000. All LSOs shall be subject to the review and approval of the COTR. Delivery Orders will be issued on MSFC 3998, Order for Supplies/ Services and LSOs will be issued on MSFC Form To Be Determined, Logistics Service Order.
- B. Emergency requests may be issued by the CO or COTR by oral communication with established not-to-exceed values, where written confirmation will follow within 72 hours. Upon written confirmation, the Contractor shall follow the IDIQ procedures outlined in Attachment 1, Paragraph 1.7.
- C. **PREPRICED - IDIQ WORK**

The Contractor shall perform any and all functions specified in the PWS as

Prepriced for the amounts offered in the Section 2 Microsoft Excel® spreadsheet titled "Schedule of Prices for Prepriced IDIQ Work," for each base year, each option year, and award-term period included at the end of this section. The Contractor shall prepare proposals in accordance with the provisions of Attachment 1, Paragraph 1.7 for Prepriced IDIQ work. Prepriced work includes all costs, direct and indirect, including labor, materials, tools, and special equipment, overhead, G&A, and profit, to provide one unit of work-in-place, as listed on the "Schedule of Prices for Prepriced IDIQ Work."

D. FIXED LABOR RATE - IDIQ WORK

The Contractor shall perform any and all functions specified as Fixed Labor Rate (FLR), Time and Material, and Specialty Services specified in the PWS, on individual LSOs or DOs, against this order for the fully burdened Fixed Labor Rates and bare material cost specified, multiplied times an applicable material coefficient factor described and explained below.

The FLR are considered non-Prepriced items. These unit labor hour rates include all costs, direct and indirect, including fringes, overhead, general and administration, and profit. These rates are fixed for each base year, option year and award-term period as submitted by the Contractor and detailed in the Microsoft Excel® Spreadsheet titled "Schedule of Prices for Fixed Labor Rates" located at the end of this section.

E. MATERIAL HANDLING COEFFICIENT FACTOR - IDIQ WORK

As used herein, bare material cost means the amount agreed to or determined in accordance with the provisions of Attachment 1 before the application of the material handling coefficient factor. For example, if an amount of 5% of the total price was proposed for material handling coefficient factor, the Contractor should enter 1.05. The coefficient factor submitted by the Contractor for each base year, option year and award-term period in the "Schedule of Prices for IDIQ Material Coefficients," located at the end of this section, shall be applied to the total of the bare material costs and added to the total labor price to establish the price of each LSO or DO, including the not-to-exceed price for T&M orders.

Material handling coefficient factor shall include only costs clearly excluded from the FLR. Material handling coefficient may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. A separate and unique material-handling coefficient is established for each type of work, FFP, Specialty Services and Equipment, and T&M Work. These coefficients for each order period are as depicted in the Microsoft Excel® spreadsheet titled "Schedule of Prices for IDIQ Material Coefficients," included at the end of this section.

F. SPECIALTY SERVICES AND EQUIPMENT COEFFICIENT – IDIQ WORK

Specialty services and equipment shall include:

- (1) Major equipment purchases as single self-functioning units, costing \$10,000 or greater,
- (2) Services such as:
 - (a) Research Development, Test, and Evaluation (RDT&E) equipment subcontract repairs,
 - (b) Integration subcontracts,
 - (c) Modification subcontracts,
 - (d) Move services subcontracts.

The Contractor's proposed specialty services and equipment quotes will be adjusted by the "Specialty Services and Equipment Coefficient (CLIN 00X3.003)."

(End of Clause)

9. GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS

In accordance with the inspection clauses of this order, the Government intends to perform quality assurance functions at MSFC in accordance with the Performance Requirements Summary located at Attachment 3.

(End of Clause)

10. CONTRACTOR'S SELF-MONITORING OF PERFORMANCE

Contractor's Self-Monitoring of Performance (Ref. DRD No. 988MA-003) shall be submitted by the 15th day of each month complete with backup and analyses for all work completed in performance of this order. For each instance where the Contractor is found to be inaccurate in the Contractor's monthly self-monitoring, a unilateral deduction of \$500 will be deducted from the Contractor's total monthly invoice.

(End of Clause)

11. PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government on a monthly basis to discuss the

Contractor's prior month performance. The Contractor's Self-Monitoring of Performance will be assessed by the Contracting Officer, the COTR, and the Government Technical Monitors. A mutual effort will be made to resolve all problems identified. The Performance Evaluation Meeting and performance results will be determined before monthly invoices are submitted.

(End of Clause)

12. METHOD OF DEDUCTIONS

This GSA order is performance based and utilizes various means to calculate deductions if the Contractor fails to perform the required services. The Contractor's Self-Monitoring of Performance and the Performance Requirements Summary (PRS) will be used to assess the Contractor's Performance and to determine deductions pursuant to the Clauses entitled: "Consequences of the Contractor's Failure to Perform Required Services for Lump-Sum Work" and "Consequences of the Contractor's Failure to Perform Required Services for IDIQ."

(End of Clause)

13. CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR LUMP-SUM WORK

A. The Contractor is responsible to totally fulfill the performance requirements of this order. In addition to Clause 12, Method of Deductions, the Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.

1. The Government may apply an evaluation technique, which covers all, or part of the work and may, at its option, use an independent inspector to collect data for the technical monitor to either assess the Contractor's performance or determine the amount of payment due or both. The defect rate for the purpose of assessing the Contractor's performance will be the sum of all defects observed during the course of the work expressed as a percentage of the total population of work items on a monthly basis or a per defect basis for the month. (The defect rate will not be extrapolated to the total population of work items to determine payment due.) If the defect rate exceeds the Maximum Allowable Defect Rate (MADR) in the Performance Requirements Summary, (PRS), the Contractor's quality control is considered unsatisfactory. Failure to consistently maintain adequate quality control can result in termination for cause.
2. A GSA order requirement may be composed of several subtasks called work requirements. A GSA order requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the

Contractor's invoice. In addition to all of the rights the Government may have, the Government shall, for partially completed work, make the deductions, as set forth below.

- B. The Government will give the Contractor written or verbal notice of deficiencies prior to deducting for non-performed or unsatisfactory work. Therefore:

In the case of nonperformed work, the Government

- a. Will deduct from the Contractor's invoice all amounts associated with such nonperformed work as established by the Schedules of Prices and the PRS or as provided by other provisions of this GSA order, unless the Contractor is permitted or required to perform pursuant to paragraph 13.B.1.b. below and satisfactorily completes the work;
- b. May, at its option, afford the Contractor an opportunity to perform the nonperformed work within a reasonable period subject to the discretion of the Contracting Officer's Technical Representative (COTR); but in no event longer than six (6) hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such nonperformance, at no additional cost to the Government; or
- c. May, at its option, perform the services using Government personnel or other means, which the Contractor shall reimburse the Government for the costs of these services.

2. In the case of unsatisfactory work, the Government

- a. Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work as established by the Schedule of Prices and the PRS or as provided by other provisions of the GSA order; unless the Government afforded the Contractor an opportunity to re-perform pursuant to paragraph 13.B.2.b. below and satisfactorily completes the work;
- b. May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Contracting Officer's Technical Representative (COTR); but in no event longer than six (6) hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such nonperformance, at no additional cost to the Government; or
- c. May, at its option, perform the services with Government personnel or other means, which the Contractor shall reimburse the Government for the costs of these services.

- C. Should the Government elect options 13.B.1.a., 13.B.1.b., 13.B.2.a., or 13.B.2.b. above, the Government may at its sole discretion not assess additional remedies if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future and (2) the Contractor does not have a repetitive trend of nonperformed and unsatisfactory work for the same requirements and (3) the Contractor is willing to re-perform defective services at no additional cost to the Government.
- D. Should the Government elect 13.B.1.c. or 13.B.2.c. above, the Government will reduce the GSA order payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits plus material), or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices established by the Schedule of Prices and PRS will be utilized in establishing a deduction amount. In addition to these payment deductions, the Government will assess an additional 20 percent or \$100 per order requirement, whichever is greater, to compensate the Government for administrative costs and other expenses incurred by the Government to obtain satisfactory completion of the service.
- E. Where the Government exercises its options in 13.B.1.b. or 13.B.2.b., the Contractor's original evaluation results shall not be modified upon re-evaluation. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.
- F. Notwithstanding any other provisions noted above, the Government's exercise of rights under this clause shall not preclude the Government from exercising its rights of termination for cause in accordance with FAR Clause 52.212-4.
- G. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used. Estimating sources may be utilized to estimate the cost of non-performed work or the costs that would be incurred in remedying unsatisfactory work. The Government may estimate by using wage rate and fringe benefits from the wage determinations included in the order. The Government may use estimates of the Contractor's overhead, profit rates, and material costs if applicable.

(End of Clause)

14. CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR IDIQ WORK

- A. The Contractor is responsible to totally fulfill the performance requirements of IDIQ work. In addition to FAR Clause 52.246-4, Inspection of Services – Fixed Price, and FAR Clause 52.246-6, Inspection – Time-and-Material and Labor-Hour, the Government will withhold payment for any LSO or DO that does not

conform to the requirements specified. The Government will give the Contractor written or verbal notice of deficiencies prior to deducting for unsatisfactory work.

- B. In addition to withholding payment until IDIQ work is accepted by the Government, the Government may deduct from the Contractor's invoice the amount specified below:

<u>DEDUCTIONS FOR IDIQ WORK</u>	
Failure to comply with proposal estimate schedule	Subtract three percent from the total LSO/DO amount

- C. In addition to the possible deduction in paragraph 14.B above, in the case of unsatisfactory work, the Government
 - a. Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work as established by the LSO/DO and the PRS or as provided by other provisions of the GSA order;
 - b. May, at its option, perform the services by Government personnel or other means.

Should the Government be required to perform the deficient services by Government or other personnel, the Government will reduce the order payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices set out in the Contractor's LSO or DO proposal will be utilized in establishing a deduction amount. In addition to these payment deductions, the Government will assess an additional 20 percent or \$100 per order requirement, whichever is greater, to compensate the Government for administrative costs and other expenses incurred by the Government to obtain satisfactory completion of the services. This is in addition to paying the Government for the costs of performing the effort.

- D. The Government's exercise of rights under this clause shall not preclude the Government from exercising its rights of termination for cause in accordance with FAR Clause 52.212-4.

(End of Clause)

15. MATERIAL INSPECTION AND RECEIVING REPORT

- A. At the time of each delivery to the Government under this GSA order, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series). The Contractor shall distribute the DD Form 250 series as follows:

<u>Distribution To:</u>	<u>No. Copies</u>
Defense Contract Administration Office (or other appropriately named Government Inspection Office)	2
Contracting Officer	1
Transportation Officer	1
Contracting Officer Technical Representative	2
Consignee	1
Attached to shipment (on Box #1)	8

- B. The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- C. When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

16. OPTION TO EXTEND THE TERM OF THIS GSA ORDER

- A. The Government may unilaterally extend the term of this GSA order by the option periods set forth in the PERIOD OF PERFORMANCE clause. All such extensions shall be by written notice to the contractor before the GSA order expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the order expires. The preliminary notice does not commit the Government to an extension.
- B. If the Government exercises this option, the extended GSA order shall be considered to include this option clause.
- C. The total duration of this GSA order, including the exercise of any options under this clause, shall not exceed 8 years, which includes 3 years of potential award-term extensions.

(End of Clause)

17. OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in this GSA Order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the GSA Order expiration.

(End of Clause)

18. VARIATION IN QUANTITY

- A. If the furnished or delivered quantity of Trouble Calls, Disposal pickup items, or Hard Drives Cleaned as identified in Attachment 1, varies on an annual basis more than ten (10) percent above or below for each of the following number of units: **Number of Units of Trouble Calls per year for Maintenance and Repair, Section 5 of Attachment 1, is 1669; Number of Units of Trouble Calls per year for Motor Pool, Section 6 of Attachment 1, is 387; Number of Disposal Pickup Items per year for Disposal Services, Section 9 of Attachment 1 is 10,000; and Number of Hard Drives Cleaned per year for Disposal Services, Section 9 of Attachment 1, is 2700**; an equitable adjustment in the order price (upward or downward) shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 110 percent or below 90 percent of the number of units.

Note: If the Contractor furnishes unit priced items in the estimated quantity plus 10 percent, the Government may require the Contractor to furnish additional quantities of such items under the IDIQ provisions of the order. Payment will be made in accordance with IDIQ provisions of the delivery order, and the Contractor will not be entitled to an equitable adjustment under the Lump Sum portion of the order.

- B. The services listed in the Microsoft Excel® spreadsheet titled "Schedule of Prices for Lump-Sum Work" for sections 5 and 6 of Attachment 1 use the Reliability-Centered Maintenance concept. As an alternative to this concept, lump-sum options for Section 5 and 6 of Attachment 1 using regularly-scheduled preventive maintenance concept are established in the Microsoft Excel® spreadsheet titled "Schedule of Prices for Lump-Sum Work Options" for each base year, each option year, and award-term period at the end of this section. The Government may exercise the option(s) with the award of the GSA order.

- C. For purposes of determining the applicability of this clause, there shall not be included in the count of services performed, or items delivered (1) any services or items, which the contractor is required to provide to remedy the consequences of any act or omission on the part of the contractor, or its agents, employees, or subcontractors, or (2) any items or services which the contractor performs or delivers in order to support its own operations (rather than satisfy the requirements of this order). Examples under category (1) include any repair or restorative work, which might be required due to the negligence of contractor employees; examples under category (2) include services expended by the Contractor to move or relocate its personnel on-site, and the acquisition of equipment and supplies to accommodate the needs of the Contractor's employees.

(End of Clause)

19. JAVITS-WAGNER-O'DAY (JWOD) REQUIREMENTS

The contractor shall include those supplies, which the Government must purchase from JWOD participating nonprofit agencies per FAR 8.704(a) in the supplies available at the retail store and its web site. (See Section 7 of Attachment 1, Performance Work Statement.) For performance of order requirements not included in the retail store and its website, the Contractor shall obtain the mandatory supplies or services to be provided for Government use under this order from JWOD sources per FAR Subpart 8.7. Local sources for those supplies/services exist. The source for National Industries for the Blind (NIB) supplies/services is the Alabama Industries for the Blind, a division of the Alabama Institute for Deaf and Blind (AIDB). Their local office is AIDB, Redstone Base Supply Center, Building 3775, Maintenance Road, Redstone Arsenal, AL 35898 at telephone number (256) 876-4011. The source for National Industries for the Severely Handicapped's supplies/services is Huntsville Rehabilitation Foundation, dba Phoenix Industries, 2939 Johnson Road, Huntsville, AL 35805 at telephone (256) 880-0680.

(End of Clause)

20. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

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 order 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. Classification, Grades and Rates

<u>Employee Class</u>	<u>Grade</u>	<u>Rate</u>
Packaging Specialist	WG-04	12.69
Packaging Specialist (Lead)	WG-05	13.49
Property Support Asst.	GS-07	14.72
Buyer/Planner	GS-02	8.67
Cataloger	GS-06	13.25
Equipment Specialist	GS-07	14.72
Furniture Specialist	WG-03	11.58
Furniture Specialist (lead)	WL-04	13.95
Inventory Specialist	GS-07	14.72
Property Disposal Clerk	GS-04	10.62
Receiver /Unloader	WG-04	12.69
Receiving Clerk	WG-04	12.69
Senior Shipping Clerk	WG-05	13.49
Supply Clerk I	GS-04	10.62
Supply Clerk II	GS-04	10.62
Supply Clerk III	GS-05	11.88
Supply Clerk IV	GS-05	11.88
Supply specialist (lead)	GS-05	11.88
Warehouse Specialist	WG-05	13.49
Warehouse Specialist (lead)	WL-06	15.70
Store Worker	WG-03	11.58
Transportation Service Administrator	GS-04	10.62
Bus Driver	WG-07	14.99
Chauffeur	WG-05	13.49
Dispatch Administrator	GS-05	11.88
Fuel Truck Driver	WG-05	13.49
Heavy Equipment Mechanic	WG-10	17.21
Mechanic	WG-10	17.21
Mechanic Helper	WG-6	14.24
Parts Clerk	GS-04	10.62
Service Person	WG-06	14.24
Traffic Management Specialist III	GS-05	11.88
Traffic Management Specialist IV	GS-07	14.72
Truck Driver (Semi-Trailer)	WG-08	15.70
Truck Driver (Heavy)	WG-08	15.70
Work Order Control Clerk	GS-04	10.62
Cook	WG-06	14.24
General Food Service	WG-02	10.46
Cashier/General	GS-02	8.67
Unit Leader	WL-03	12.74
Grill Cook	WG-06	14.24

Catering	WG-02	10.46
Mobil Truck/General	WG-02	10.46
Environmental Tech	GS-07	14.72
Accounting Clerk IV	GS-05	11.88
Computer Operator IV	GS-07	14.72
Computer Systems Analyst II	GS-11	21.79
General Clerk III	GS-03	9.46
Electronic Tech. Main. I	WG-08	15.70
Electronic Tech. Main. II	WG-09	16.46
Electronic Tech. Main. III	WG-10	17.21
Engineering Tech. IV	GS-07	14.72
Inspector	GS-08	16.30
Instrument Mechanic	WG-10	17.21
Material Coordinator	WG-07	14.99
Material Expeditor	WG-07	14.99
Order Filler	GS-04	10.62
Pneudraulics System Mechanic	WG-10	17.21
Supply Technician.	GS-07	14.72
Secretary III	GS-06	13.25
Word Processor III	GS-05	11.88
Messenger (courier)	GS-05	11.88

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

Life, accident and health insurance and sick leave programs, 5.1 percent of basic hourly rate.

2. Holidays

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- k. Christmas Day

3. Vacation or Paid Leave

- (i) Two hours of annual leave each week for an employee with less than 3 years of service.

(ii) Three hours of annual leave each week for an employee with 3 but less than 15 years of service.

(iii) Four hours of annual leave each week for an employee with 15 or more years of service.

4. Retirement

1½ percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of Clause)

21. PHASE-IN AND PHASE OUT

Contractor Phase-In. The services provided by the order are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without interruption. Phase-In shall not exceed a maximum of sixty (60) calendar days beginning with the order's effective date. The Quoter quotes the following Phase-In period: 60 (calendar days). Prior to performance of services ordered by the Government under this GSA order, the contractor shall accomplish all tasks required to begin work ordered under this GSA order. Some examples of activities that remain the sole responsibility of the Contractor include managing transition activities, ensuring that adequate equipment is readily available, hiring personnel, obtaining personnel badges and clearances, training personnel, scheduling the performance of ordered work, ensuring approval of the safety plan, and compliance with GSA order data requirements. Likewise, compliance with any and all other requirements identified within the body of this GSA order as being a prerequisite of priced work shall be accomplished by the contractors. No Government furnished Facilities are available during the Phase-In period.

- B. The Contractor shall support meetings with the incumbent Contractor to discuss/identify problems or areas requiring attention during this phase-in period. During this shadow period the Contractor will not be subject to the deductions as outlined in the Performance Requirement Summary, Attachment 3.
- C. If Phase-In activities are required, the first year's period of performance will be calculated to include the lump sum price for base year A, less a maximum of two months of lump sum price for base year A (two twelfths of base year A), plus Phase-In price, if any.
- D. Contractor Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of Clause)

22. AWARD TERM

As described herein, the order period of performance may be extended based on overall contractor performance as evaluated by the Government.

- A. Period of Performance: The order "Base" period of performance of three (3) years may be extended via two (2) option years plus an additional three (3) years via five (5) "award term" increments in accordance with the order's approved Award Term Plan based on overall order performance. The first four "award term" increments are seven months and the last increment is eight months.
- B. Award Term Plan: The Award Term Plan, Attachment 4, will provide for evaluation of technical and management performance and utilize the metrics described in the Performance Requirements Summary, Attachment 3, to measure technical and management performance. The Award Term Plan will serve as the basis for any award term decisions. The Award Term Plan may be revised by the Government and re-issued to the Contractor prior to the commencement of any 6-month evaluation period. An Award Term Determination Official (ATDO) will be appointed by the Government and is responsible for the overall award term evaluation and award term decisions.
- C. Award Term Administration: The award term evaluation will be completed on an annual basis. The annual evaluation will be comprised of two successive 6-month "interim" evaluations, which will be averaged to obtain the "final" annual score. The final annual score will be used as the basis for the award term decision. The first year will be evaluated on a "shadow" basis where the results will not be included in an award term decision. Award term decisions that affect the period of performance commence at the end of the second year and conclude at the end of year six.
- D. Award Term Decisions: For the evaluation periods at the conclusion of years two and three, the contractor's final annual numerical score must be a "very good" or above to be awarded additional award term increments. For the remaining annual evaluation periods, the Contractor's final annual numerical score must be an "excellent" to be awarded an additional award term increment.
- E. Effect of Unexercised Options: If any option year is not exercised, any earned award term(s) shall either be terminated for convenience or permitted to be performed, at the Government's discretion. If terminated for convenience the termination price shall be \$0, unless another number is inserted by the Contractor as follows \$___0___, if the Government provides the Contractor

written notice of the termination at least 60 days before the start of the earned award term(s).

- F. Effect of Unprovided, Earned Award Term(s): If any earned award term(s) will not be required by the Government, these term(s) will be terminated for convenience. The termination price shall be \$0, unless another number is inserted by the Contractor as follows \$ ___ 0 ___, if the Government provides the Contractor written notice of the termination at least 60 days before the start of the earned award term(s).

(End Of Clause)

23. INVOICES

The Contractor shall submit invoices as follows:

- A. Lump-Sum (Firm Fixed Price) Work - The Contractor shall be paid for the work called for in Attachment 1, identified as Lump Sum work, as set forth in the "Schedule of Prices for Lump Sum Work" located at the end of Section 2. Payment of Completed Lump Sum work, minus any deductions made pursuant to Clause 13, Consequences of Contractor's Failure to Perform Required Services for Lump Sum Work, shall be made monthly upon submission of Contractor's properly certified invoices, after the Performance Evaluation Meeting with the Contractor. The Contractor shall submit a monthly Self-Evaluation of Performance. (See Clause 10, Contractor's Self-Monitoring of Performance.) Deductions for nonconforming work shall be taken on a monthly basis from the Contractor's invoice. The Contractor's Self-Evaluation will be considered by the Government in its monthly evaluation of nonconforming work. Monthly deductions for potential Government-provided services will be made. These services include, but are not limited to, fuel purchase, desktop computer services, other computer services, duplicating service, phone service, other communication services and the payment for the use of Building 4752.
- B. Indefinite Delivery, Indefinite Quantity (IDIQ) Work - The Contractor shall be paid for the work called for in Attachment 1, identified as IDIQ work, as ordered and satisfactorily completed minus any deductions made pursuant to clause 14, Consequences of Contractor's Failure to Perform Required Services for IDIQ Work. Payment for completed IDIQ work shall be itemized on one monthly invoice for completed individual task orders. The invoice shall include that portion of the work which the CO or authorized representative determines can be accepted separately as delivery payments for partial deliveries. A deduction for nonconforming work shall be taken monthly from the Contractor's invoice. The Contractor shall submit a Self-Evaluation of Performance each month (See Clause 10, Contractor's Self-Monitoring of Performance.). The Contractor's self-evaluation will be considered by the Government in its monthly evaluation of nonconforming work. Monthly deductions for potential

Government-provided services will be made. These services include, but are not limited to, fuel purchase, desktop computer services, other computer services, duplicating service, phone service and other communication services.

- C. The data required in DRD 988MA-004, Contractor Cost Report, along with the Contractor's SF 1034 - Public Voucher for Purchases and Services Other Than Personal, shall serve as the complete invoice. Distribution shall be in accordance with the DRD for the data requirement. The copy of the voucher marked original shall be submitted to:

NASA, George C. Marshall Space Flight Center,
ATTN: RS23, Commercial Accounting,
Marshall Space Flight Center, AL 35812

Two other copies of the voucher shall be submitted to:

NASA, George C. Marshall Space Flight Center,
ATTN: PS31, Contracting Officer,
Marshall Space Flight Center, AL 35812

(End of Clause)

24. MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCTOBER 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this order:

- A. Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when this GSA order operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- B. Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- C. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the order. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of

liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- D. Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

- E. When aircraft are used in connection with performing the order, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

25. OBSERVANCE OF LEGAL HOLIDAYS

- A. The on-site Government personnel observe the following holidays:

New Year's Day
 Martin Luther King, Jr.'s Birthday
 President's Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- B. When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the order.
- C. On-site personnel assigned to this order shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: 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. If the Contractor's on-site personnel work during a holiday other than those in paragraph 25.A of this clause, no form of holiday or other premium compensation shall be included in the order price. However, this does not preclude inclusion in the order price of cost for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

- D. The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of Clause)

26. HOURS OF WORK

Unless otherwise specified, the core working hours are 7:00 a.m. to 5:00 p.m., Monday through Friday. The holidays listed in Clause 24, OBSERVANCE OF LEGAL HOLIDAYS, shall be non-core workdays.

The Contractor shall obtain approval for any deviation from the core working hours or days by submitting a written request to be received at least 72 hours in advance, to the assigned technical monitor. No work shall be performed without such approval except for safeguarding life or property, however, the COTR may authorize other emergency deviations.

The Contractor shall participate in various NASA-wide or Center-wide activities that may disrupt the Contractor's planned work schedule. Historically, these disruptions are approximately 16 man-hours per year, per individual. An example of this is the NASA-wide Performance Evaluation Profile (PEP) survey. This survey is used to assess employees general knowledge related to safety. In those instances where the Contractor's schedule is disrupted, the Contractor may justify revising the work schedule to the COTR. This adjustment shall not exceed ten working days per year.

In the event of severe weather conditions, the MSFC may suspend operations. When MSFC is closed due to weather conditions, no work shall be performed without approval of the COTR, and coordinated with the Protective Services Department.

(End of Clause)

27. LIST OF AVAILABLE INSTALLATION-OWNED PROPERTY AND SERVICES

In accordance with this clause, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, while on-site at

the NASA installation.

- A. Office space, work area space, desks, file cabinets and furniture-in-place, and utilities. The Contractor shall use Government telephones for official purposes only. Pay telephone stations are available for the convenience and use of employees in making unofficial calls, both local and long distance. Although a complete list of telephone stations will not be provided, an example location is Building 4200, basement and first floor.
- B. General and special purpose equipment, including Government-provided office furniture and furnishings, as follows:
 - 1. Equipment to be made available to the Contractor for use in performance of this order on-site and at such other locations as approved by the Contracting Officer is listed in Attachment 10. The Government retains accountability for this property, regardless of its authorized location. The Contractor shall replace any of the General Purpose Equipment that reaches the end of its useful life during the order period, or which is beyond economical repair, if the equipment is still needed for order performance. Such replacements shall be made with Contractor-owned equipment. Contractor acquisitions of facility items for the Government shall be prohibited, unless specifically authorized by the order or consent has been obtained in writing from the Contracting Officer pursuant to FAR 45.302-1(a).
 - 2. If the Contractor acquires property for the Government under the IDIQ portion of this order, this property shall become accountable to the Government. The required information for this property shall be provided to the MSFC Logistics Services Department for entry into the NASA Equipment Management System (NEMS) and its replacement system in the forthcoming Integrated Asset Module.
 - 3. The Contractor may not bring on-site for use under this order any property owned or leased by the Contractor, without the Contracting Officer's prior written approval. Such property will be clearly marked (visibly different from NASA markings) as Contractor property. The Contractor shall obtain MSFC Logistics Services Department concurrence for markings before use.
- C. Supplies from stores stock: Not available.
- D. Publications and blank forms stocked by the installation.
- E. Safety and fire protection for Contractor personnel and facilities.
- F. Installation service facilities: Those listed in Attachment 9. Terms and Conditions for the Operation of the Retail Store, Building 4752, are contained in Attachment 8.

- G. Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty, including ambulance services; in all instances of severe injury, or sudden life threatening illness (e.g. heart attack), the Emergency Medical Team shall be summoned immediately, by dialing 911. Referral to tertiary care centers and for private physicians will be made in cases requiring long-term follow-up, or when specific services required are unavailable on-site. NASA mandated physicals under the general guidelines established by OSHA, EPA, and NRC.
- H. Cafeteria privileges for Contractor employees during normal operating hours.
- I. Calibration services, during normal operating hours, for use under this order.
- J. Shipping and Receiving services, during normal operating hours, for use under this order.
- K. The Contractor may purchase fuel (unleaded gas and diesel) from the Government for Contractor-provided vehicles operated in conjunction with this order. The rate of fuel is determined on a monthly basis and deducted from the order payment. The Contractor may continue to purchase fuel at the new rates if they so desire. In order to purchase Government fuel, the Contractor shall use vehicles that comply with Executive Order 13149.
- L. The Contractor may purchase (Outsourcing Desktop Initiative for NASA (ODIN) seats that include Integrated Desktop Services (IDS) from the Government. These seats range in price from \$163 per month for a desktop system to \$258 per month for a laptop and docking station configuration. ODIN seat costs will be deducted from the Contractor's invoice on a monthly basis. Six (6) workstations will be required for operation of environmental services portion of the order and will be provided and maintained by the Government, at no cost to the Contractor. Two (2) workstations will be required for operation of food services portion of the order and will be provided and maintained by the Government, at no cost to the Contractor. Each seat includes the following:
- Hardware (including replacement after 3 years)
 - Integrated Desktop Services (IDS)
 - Software (including MS Office, email, anti-virus, browser and other utilities)
 - Hardware maintenance that includes 4-hour return to service
 - Software maintenance that includes 4-hour return to service and software technology refresh in the form of upgrades, security patches, and bug fixes.
 - One free move, add, or change per year per seat
 - Network connectivity including security protection
 - Help desk and desk-side support
 - Network printer access within 60 feet of desktop

50MB of server storage (file storage)
 20MB of email storage on server
 Dial-in or Virtual Private Network (VPN) access

If the Contractor intends to provide the desktop, they can still participate in MSFC desktop services by purchasing an ODIN Network Attached Device (NAD) service seat. The NAD seat includes the following (some services are optional and at additional cost over the base seat price):

NAD base seat (approximately \$57.00 per month)
 Software (IDS as described above, approximately \$25.00 per month); user will be responsible for integration, installation, and hardware necessary to run the software.
 Hardware maintenance with 4-hour return to service (0.67% of the cost of the NAD device per month (e.g. \$13.40 per month for a computer costing \$2000.00)
 Operating System Software maintenance with 4-hour return to service, 0.11% of the cost if the NAD device per month (e.g. \$2.20 per month for a computer costing \$2000.00)
 Technology refresh are NOT available for the NAD seats
 One free move, add, or change per year
 Network connectivity
 Help desk support (limited to services ordered)
 Network printer access within 60 feet of desktop
 Dial-in access
 VPN access (approximately \$59 per month)

If the Contractor intends to provide the desktop and services themselves but requires network connectivity, the Contractor can purchase this service as an ODIN LAN-A seat. The cost for this seat is approximately \$19.00 per month.

If the Government's desktop service costs vary by more than plus or minus 10%, rates will be adjusted for the next year following the rate change. There will be no equitable adjustment provided for the previous year's rates. The Contractor may continue to purchase desktop services at the new rates if they so desire.

- M. The Contractor may purchase telephone, duplicating, cell phone and pager services from the Government. The yearly rates for these services are included in Attachment 2 to Attachment 8, Terms and Conditions for Operations of Retail Store, Building 4752. The Contractor may continue to purchase the services at the different rates for each order period, if it so desires.

(End of Clause)

28. GOVERNMENT PROPERTY AVAILABLE FOR USE UNDER THIS CONTRACT

A. Available Government Property.

1. In performance of work under this GSA Order, certain Government property identified in the GSA order shall be made available “as is” to the Contractor on a no-charge-for-use basis by the installation’s Logistics Services Department. That property shall be utilized in the performance of this GSA Order at the installation that provided the property or at such other installations or locations as may be specified elsewhere in this GSA order. Under this clause, the Government retains accountability for, as well as title to, the property, and the Contractor assumes Installation equipment user responsibilities. All equipment users shall report any missing or untagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the cognizant property custodian; notify the cognizant property custodian, supervisor, and the Manager, Protective Services Department (AD50) immediately if theft, damage, or loss of Government, company, or personal property is suspected; ensure that such equipment is used only in pursuit of approved NASA programs and projects; identify equipment not being actively used in pursuit of approved NASA programs and projects; ensure that equipment is turned into the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of Installation property unless in accordance with Section 9 of Attachment 1. The Contractor will retain all responsibilities including notifying cognizant property custodians of all changes in status associated with said equipment. The official accountable record keeping and financial control and reporting of the property subject to this clause shall be retained by the Government and accomplished by the Logistics Services Department and Office of Chief Financial Officer.
2. The delivery or performance dates for this GSA order are based upon the expectation that Government special purpose property suitable for use (except for general purpose property which is furnished “as is”) will be available to the Contractor in sufficient time to enable the Contractor to meet the GSA order’s delivery or performance dates. Attachment 10 contains the details of the Government property.

B. Changes in Available Special Purpose Equipment (SPE)

1. The CO may, by written notice, (i) decrease the available SPE under this GSA order, or (ii) substitute other SPE made available by the Government, or to be acquired by the Contractor for the Government, under this GSA order. The Contractor shall promptly take such action as the CO may direct regarding the removal, shipment, or disposal of the property covered by such notice.

2. Upon the Contractor's written request, the CO shall make an equitable adjustment to the GSA order, if the Government has agreed in the GSA order to make the property available for performing this GSA order and there is any (i) decrease or substitution in this property pursuant to subparagraph 28.B.1. of this clause; or (ii) withdrawal of authority to use this property, if provided under any other GSA order or lease.

C. Title in Government Property

1. The Government shall retain title to all Government property.
2. Title to all material shall pass to and vest in the Government upon commencement of processing of the material or its use in order performance.

D. Use of Government Property. The Government property shall be used only for performing this GSA order, unless otherwise provided in this GSA order or approved by the CO.

E. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

F. Loss, Damage, or Destruction of Government Property. Recommendations concerning the loss, damage, or destruction of property made by the NASA Property Survey Board will be forwarded to the Contracting Officer for appropriate administrative action. Recommendations may include the Contractor being billed for the property.

(End of Clause)

29. Inventory

A. Joint Inventory: Within 5 days prior to Contractor start date, a joint inventory shall be conducted by the contractor and the Government of all facilities, equipment, and supplies and materials to be made available to the contractor. This inventory will not be cause of an adjustment in order price.

1. During inventory, the contractor shall determine which items they choose to accept for use under this order and the exact quantity, condition and serviceability of those items.
2. Items not desired for use by the contractor shall be identified by written notification on the order start date. Equipment not desired shall be staged by the Contractor at an onsite location indicated by the contracting officer

for Government pickup during the first ten (10) days following the order start date.

3. The contractor shall prepare and certify a detailed final database inventory listing (jointly approved by the Government and the Contractor) and maintain the inventory in a current status for the initial Contracting Officer and electronic and hard copy of the inventory listing pages that changes whenever changes occur.
- B. **Inventory Discrepancies**: The contractor shall provide a report electronically or hard copy of inventoried discrepancies as they are discovered or suspected which shall be forwarded to the CO within 5 working days of the reported discrepancy. One month prior to expiration of each base year, each option year and each earned award term period, a joint inventory shall be conducted by the contractor and the Government of all Government facilities, equipment, and materials made available to the Contractor to ensure no discrepancies exist.
 - C. **Inventory at Order Completion**: At completion of the order (including option period(s) and award-term period(s), if any), the Contractor shall return the same property equal in type, kind, quality, and quantity of items as originally made available by the Government and accepted by the Contractor, exclusive of those items of equipment turned over to the Government for disposal during the course of performing the order. At order termination, the Contractor shall return all Contractor replaced equipment for which title was vested in the Government. Such property shall be in the same or better condition as when originally made available except for normal wear and tear.
 - D. **Residual Inventory of Supply and Materials**: The Government will make available to the successful Quoter the residual Government-owned inventory of the supplies and materials utilized during the previous order period. During the Joint Inventory (See paragraph 28.A above) the contractor shall identify those items desired for use on this order and a cost adjustment to the order value will be negotiated.

(End of Clause)

30. **TECHNICAL DIRECTION**

- A. Performance of the work under this GSA Order is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "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 Attachment 1 of this order.

- 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 basis for any increase or decrease in the total estimated order cost, the fixed fee (if any), or the time required for order performance;
 3. Changes any of the expressed terms, conditions, or specifications of this GSA order; or
 4. Interferes with the Contractor's rights to perform the terms and conditions of the this GSA order.
- 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 30B above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate order 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 this GSA order and that the Contractor should proceed promptly with its performance.
- E. A failure of the Contractor and Contracting Officer to agree that the instruction or direction is within the requirements of this GSA order, or a failure to agree upon the order action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this GSA order.
- F. Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

31. KEY PERSONNEL AND FACILITIES

- A. The personnel and/or facilities listed below are considered essential to the work being performed under this GSA order. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this order.
- B. The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and such ratification shall constitute the Contracting Officer's consent required by this clause.
- C. The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of this GSA order to add or delete personnel and/or facilities.

KEY PERSONNEL:	POSITION/TITLE
(b)(4)	
Kevin Primm	Customer Response Center Manager
(b)(4)	
<u>FACILITIES:</u> TBD by the Quoter	

(End of Clause)

32. LIST OF GOVERNMENT-FURNISHED PROPERTY

For performance of work under this GSA order, the Government will make available Government property identified in Attachment 10 of this GSA order on a no-charge-for-use basis. The Contractor shall use this property in the performance of this GSA order at MSFC and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this GSA order, the Contractor is accountable for the identified property.

(End of Clause)

**33. MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75)
(FEBRUARY 2002), ALTERNATE I (MAY 2002)**

- A. Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this order. NASA's safety priority is to protect (1) the public; (2) astronauts and

pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of order that entitles the Government to exercise any of its rights and remedies applicable to material parts of the order, including termination. A major breach of safety must be related directly to the work on the order. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

- B. Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of order that entitles the Government to exercise any of its rights and remedies applicable to material parts of this order, including termination. A major breach of security may occur on or off Government installations, but must be related directly to the work on the order. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.
- C. In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

34. HEALTHY POST-AWARD RELATIONSHIP

The Government intends to encourage a healthy post-award relationship with the Contractor. This relationship will draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective and efficient order performance, intended to achieve completion within budget, on schedule, and in accordance with the plans and specifications. This relationship will be bilateral, and participation will be totally voluntary. Any cost associated with effectuating this relationship will be agreed to by both parties and will be shared equally with no change in order price.

(End of clause)

35. CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT

TERMINATION CLEARANCE

- A. It is anticipated that performance of the requirements of this order will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.
- B. The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.
- C. Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

36. ASBESTOS MATERIAL

During performance of this order, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify representatives of the Environmental Health Office, an office within the MSFC Medical Center, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of clause)

37. SECURITY REQUIREMENTS

All Contractor personnel, including subcontractors, will comply with MPG 1600.1 MSFC Security Procedures and Guidelines (as amended). Copies may be obtained from the MSFC Documentation Repository, Building 4491.

All Contractor Personnel, including subcontractors, working on the MSFC or its off site facilities must be U.S. citizens or Government approved foreign nationals, approved in accordance with NPG 1371.2. Unauthorized personnel will be removed from the Center.

All Contractor personnel, including subcontractors, are required to have an MSFC identification (ID) badge in their possession at all times while on the Center, or its off-site facilities. The ID badge will be displayed at all times unless otherwise restricted by special safety or security measures. Upon request, all Contractor-provided vehicles on Center will be identified with a service vehicle permit approved and issued by the Protective Services Department. Personnel and vehicles not properly identified will be removed from the Center. All personnel operating motor vehicles on the MSFC will comply with the Army Aviation and Missile Command Regulation 210-2, Alabama State Vehicular and Pedestrian Traffic Laws, and the instructions contained in Chapter 13 of MPG 1600.1. Personnel involved in a motor vehicle accident on the Center will immediately report the accident to the Contractor operated Protective Services Control Center (PSCC), at 4-HELP (4-4357), select appropriate option. Identification badges and vehicle passes must be strictly controlled. Lost, missing, or stolen badges or passes will be reported to the PSCC immediately for investigation. All badges must be returned to the Protective Services Department upon completion of the order.

All known, obvious, or identifiable security violations, breaches, or suspicious activity will be immediately reported to the Protective Services Department, 4-4534.

(End of Clause)

38. HAZARDOUS MATERIAL REPORTING

- A. If during the performance of this GSA order, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.
- B. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the order.

(End of Clause)

39. CONTRACTOR ACCESS TO MSFC AND DELIVERIES

Delivery of all materials required and ordered by the Contractor for performance of the effort required under this GSA Order shall be scheduled to arrive at the

Marshall Space Flight Center between the hours of 7:30 am and 3:00 p.m. Monday through Friday. After-hours deliveries may be made under special circumstances coordinated in advance. All delivery trucks shall typically enter through Gate 1 (except under special conditions) located on the east end of Martin Road. Under a heightened security posture, a detailed security inspection is conducted. The Contractor shall advise delivery companies in advance of Redstone Arsenal security and inspection requirements to prevent unnecessary delays or problems. The Contractor's superintendent or other authorized official shall be on-site to receive deliveries. The Government will not be responsible for acceptance of delivered material.

(End of Clause)

40. APPLICABILITY OF SCHEDULED CLAUSES TO SUBCONTRACTS

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Performance Work Statement of this GSA order, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following order clauses will be incorporated in any such subcontract(s).

<u>Clause Number</u>	<u>Title</u>
23	Minimum Insurance Coverage (October 1998)
24	Observance of Legal Holidays
25	Hours of Work
26	List of Available Installation-Owned Property and Services
33	Contractor Employee Badging and Employment Termination Clearance
34	Asbestos Material
35	Security Requirements
36	Hazardous Material Reporting
Attachment 5	Identification of Applicable Wage Determinations

(End of Clause)

41. APPLICABLE MSFC REGULATIONS, OTHER LAWS AND REGULATIONS

The Contractor and all its employees engaged in the performance of work under this GSA order shall observe and comply with all rules and regulations prescribed by the authorities at MSFC and shall strictly comply with fire, safety, sanitation and security regulations. In addition, the Contractor shall obey and abide by and comply with Social Security, Workmen's Compensation and Unemployment Laws of the State as shall be applicable to the work hereunder and the contractor shall obey and comply with all other Legislation, State and Federal Laws.

(End of Clause)

42. NATIONAL LABOR RELATIONS ACT

The successful Contractor shall be required to comply with the requirements of the National Labor Relations Act. Further, MSFC encourages all contractors with collective bargaining agreements to become actively involved in the Area Labor-Management Relations Council sponsored jointly by the Marshall Space Flight Center and the Federal Mediation and Conciliation Service.

In this regard, be advised that the majority of the incumbent Contractor's service employees are represented by the following collective bargaining representatives (Unions):

International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers AFL-CIO, Local Union 783 [Ernest Miller, President, telephone Number (256) 544-8294]

Communication Workers of America, Local Union 3905 [Mary Layton, President, telephone number (256) 539-6081]

Hotel Employees and Restaurant Employees, Local Union 719 [Vickie Burks, President, telephone number (256) 721-4528]

International Union of Operating Engineers, Local 320 [David A. Freeze, Business Manager] (256) 764-6991

As a Government Contracting Activity, MSFC recognize the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful Contractor shall maintain practices that are congruous with the mandatory provisions of law.

(End of Clause)

43. RESERVE GATE PROCEDURE/ONE-GATE PLAN

In the event of a labor dispute, the Government may restrict the ingress and egress of the Contractor's employees and suppliers to a specific gate. The Contractor shall have its employees re-badged (if necessary) and to direct them and the suppliers to utilize only the designated gate.

(End of Clause)

44. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS

A. Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within an original manufacturing process.

B. The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this order and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable order specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

C. The Contractor, on completion of this order, shall—

(1) Estimate the percentage of the total recovered material used in order performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to:

AD10/Environmental Engineering Department
Marshall Space Flight Center, AL 35812

(End of clause)

45. SAFETY PERFORMANCE EVALUATION

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

PERFORMANCE RECOGNITION

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Quarterly Score)
Lost-Time Incident Rate (LTIR)	<u>and</u> ≤ 50% of the LTIR for the applicable SIC rate Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.	<u>and</u> < the applicable SIC rate Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.	<u>or</u> > the applicable SIC rate Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact order evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Order Options not being exercised.

NOTE: If the contractor’s safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

Deductions

Failure to report information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1), on a

monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

SAFETY PERFORMANCE EVALUATION

- 1. CONTRACTOR RESPONSIBILITY.** The Contractor is responsible for maintaining an effective safety program during the course of the order with a goal to achieve a world-class program within the term of the order. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation.

Every quarter, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

- 2. EVALUATION CRITERIA.** Contractor self-evaluation and Government validation will be based on the applicable elements and subelements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement

(ELEMENT 1)

Documented Safety Policy And Goals
 Safety Committees
 Safety Meetings
 Subcontractor Safety
 Resources
 Access to Professional Safety Staff

Hazard Prevention and Control

(ELEMENT 3)

Hazard Identification Process
 Facility and Equipment Maintenance
 Emergency Program and Drills
 Emergency Medical Care Program
 Personal Protective Equipment
 Health Program

Accountability (Disciplinary Program)
Annual Evaluation

**System And Worksite Hazard Analysis
(ELEMENT 2)**

Manager
Complete And Update Baseline Surveys
Perform Analysis Of New Work.
Job Hazard Analysis/ Process Review
Self-Inspections
Employee Hazard Reporting
Mishap/Close Call Investigation
Injury/Illness Rates

**Safety and Health Training
(ELEMENT 4)**

Employee
Supervisor
Manager

3. PERFORMANCE RECOGNITION

Contractor performance will be recognized as follows:

- **Level I**-Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR) $\leq 50\%$ of the LTIR for the applicable Standard Industrial Classification (SIC) rate. *Formal award with public recognition. Appropriate past performance referrals provided.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the contractor shall have no lost time injuries during the past year.

- **Level II**-Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) $<$ the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued. *Formal letter of commendation. Will impact contract evaluation and past performance referrals.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

- **Level III**-Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) $>$ the Standard Industrial Classification (SIC) rate. *Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in order options not being exercised.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* A Level III rating will

be given to a contractor having greater than
two lost time injuries during the past year.

- If contractor's Safety Performance evaluation does not fall within the above categories. *No recognition.*

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their order.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their subelements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element.
- Contractor self-assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply order incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1 to this clause.

6. SAFETY METRIC REPORTING.

The contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this order, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

Safety Health (S) Management Implementation Guide and Assessment Matrix

Attachment 1

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All subelements fully in place and functioning well for at least one year.	All programs and subelements fully functioning for one year. Strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All subelements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five subelements functioning and remainder established.	At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening. Emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All subelements established, employees beginning to participate.	Rules written, medical and safety programs developing. Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five subelements initiated including self-assessment, hazard reporting, mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established. Mandatory training in process.
3	Generally good management commitment and leadership, implementation plans approved for all elements	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated, safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established.
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Subelements have not been established to any significant extent, management leadership is lacking, little or no employee participation	No committees, little or no employee involvement, no process, little process planning.	Two or fewer subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

46. APPROACHES/INNOVATIONS

The following proposed approaches/innovations are incorporated into the order:

- A. Each subcontractor functions as part of a seamless EG&G team and reports to the corresponding section or branch supervisor.
- B. The Contractor shall coordinate a schedule, location, facilitator and agenda for a joint Government-Contractor Partnering Workshop in the phase-in period.
- C. For this order, JAMIS or a comparable system, shall be the Contractor's job cost system to track and manage costs associated with work performance, and features:
 - § Automated generation of financial and other cost-related reports.
 - § Cost collection and reporting by a wide array of user-defined fields, including Contract Line Item Number (CLIN), job number, organizational element, cost element, and subcontractor.
 - § Ability to track commitments and planned expenditures.
 - § Resource management modules, including budget and trend analysis.
 - § Cost allocations in accordance with EG&G's approved cost disclosure statement.
- D. The Contractor shall select subcontractors who agree to adopt its quality, safety, health, and environmental (QSHE) policies, procedures, and work rules.
- E. Review groups shall be employed to gain complete understanding of asset RCM application. These shall include the RCM facilitator, operations/maintenance supervisor, craftsmen, technical specialist (as required) and a customer representative
- F. For Reliability Centered Maintenance, the Contractor analyses shall include other fluids such as transmission fluid, radiator coolant, hydraulic fluid, and other fluids contained in differentials and planetary reservoirs.
- G. EG&G shall identify safety and operational reliability data, common use component replacement parts, establish bench stock requirements, and reestablish vendor requirements for Machine Shop equipment.
- H. Each piece of property brought into the Property Disposal warehouse shall have a unique inventory label affixed.
- I. EG&G shall closely monitor consumption of each type of fuel and establish fuel purchasing schedules and quantities. EG&G shall manage fuels procurement in sufficient quantities to ensure no instances of fuel non-

availability. The Contractor shall recommend blends and alternative fuels, as they are available, to the COTR.

- J. EG&G shall maintain a list of preferred equipment with maintenance records that indicate new or like new quality performance to be used exclusively for program critical hardware transport requirements.
- K. Upon completion of the inspection and preventive maintenance procedures, the vehicles or equipment to be utilized for program critical hardware (PCH) moves shall be set aside and not issued or used for any other tasking until the PCH work order for which they will be used is completed.
- L. For a group transportation IDIQ work order, the Contractor shall accomplish it as a no cost work order if appropriate personnel can be assigned without incurring overtime or after hours charges and the appropriate vehicle is available from within the fleet resources managed by EG&G on the Logistics Services contract.
- M. Lean Sigma, an EG&G-tailored version of Six Sigma, shall be applied.
- N. Storage efficiency at the HWSF shall be maximized through utilization of bulk tanks, roll-off containers, and crushing equipment.”
- O. Customers shall be notified of impending maintenance requirements and shall be provided with a like replacement vehicle for the time period theirs is being serviced. This would be limited to no more than 3 contractor vehicles at any given time and that the contractor would be authorized to use available Government owned designated TDY vehicles managed under the Logistics Services order.
- P. EG&G shall publish and distribute a Quarterly Fact Sheet on environmental issues affecting MSFC. This fact sheet shall inform MSFC personnel of environmental issues, regulatory changes, and recycling and waste initiatives.
- Q. Principles of Department of Labor's Occupational Safety and Health Administration (OSHA) Voluntary Protection Program (VPP) shall be incorporated into EG&G's SHE Plan.
- R. Every employee's performance appraisal shall have a safety component tied to raises and promotions.

(End of Clause)

SECTION 3 - LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>Pages</u>
1	Performance Work Statement	1-1 - 1-123
2	Data Procurement Document	2-1 - 2-69
3	Performance Requirements Summary	3-1 - 3-34
4	Award-Term Plan	4-1 - 4-18
5	Wage Determinations	5-1 - 5-13
6	Small Business Subcontracting Plan (To be submitted by the Quoter)	6-1
7	Safety and Health Plan (To be submitted by the Quoter)	7-1
8	Terms and Conditions for Operations of Retail Store, Building 4752	8-1 - 8-10
9	Government Furnished Facility Listing	9-1 - 9-34
10	Government Furnished Equipment Listing	10-1 - 10-16
11	Directives, Instructions, Policies, and Regulation Listing	11-1 - 11-5
12	Mandatory Store Item List	12-1 - 12-3
13	Other Retail Store List	13-1 - 13-2
14	Approved Furniture List	14-1 - 14-3
15	Special Events List	15-1 - 15-4

(END OF SECTION)

ATTACHMENT 1
PERFORMANCE WORK STATEMENT
FOR
LOGISTICS SERVICES
H36049D

November 21, 2002

NASA MARSHALL SPACE FLIGHT CENTER
MSFC, AL 35812