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|--|--|---|---------------|------------------------------|---|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING N/A | PAGE OF 1 | PAGES |
| 2. CONTRACT NUMBER NSFDACS1219442 | 3. SOLICITATION NUMBER DACCS08P2215 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED B D (FB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. AWARD DATE 22 Dec 2011 | 6. REQUISITION/PURCHASE NUMBER AIL-1219442 |
| 7. ISSUED BY National Science Foundation Division of Acquisition & Cooperative Support 4201 Wilson Boulevard Suite 475 Arlington VA 22230 | | 8. ADDRESS OFFER TO (If other than Item 7) | | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in See Section I, paragraph 7

10. FOR INFORMATION CALL _____ Until See Section L.7 local time See Section L.7
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52 214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

| | | |
|--------------------------|--|---------------------------------------|
| A. NAME Bart Bridwell | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 703 292-4593 | C. E-MAIL ADDRESS bbridwel@nsf.gov |
|--------------------------|--|---------------------------------------|

11. TABLE OF CONTENTS

| (X) | SEC. | DESCR PTION | PAGE(S) | (X) | SEC. | DESCR PTION | PAGE(S) |
|-----------------------|------|---------------------------------------|---------|--|------|--|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| | A | SOLICITATION/CONTRACT FORM | | | I | CONTRACT CLAUSES | |
| | B | SUPPL ES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| | C | DESCRIPTION/SPECS /WORK STATEMENT | | | J | LIST OF ATTACHMENTS | |
| | D | PACKAG NG AND MARKING | | PART IV - REPRESENTATIONS AND NSTRUCTIONS | | | |
| | E | NSPECTION AND ACCEPTANCE | | | K | REPRESENTATIONS, CERT FICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| | F | DELIVERIES OR PERFORMANCE | | | L | NSTR., CONDS., AND NOTICES TO OFFERORS | |
| | G | CONTRACT ADMINISTRATION DATA | | | M | EVALUATION FACTORS FOR AWARD | |
| | H | SPECIAL CONTRACT REQU REMENTS | | | | | |

OFFER (Must be fully completed by offeror)

NOTE: tem 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 365 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|------------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | See continuation page. | | | |

| | | | |
|--|---------------|-------------------|---|
| 15A. NAME AND ADDRESS OF OFFEROR Lockheed Martin Corporation Information Systems & Global Solutions (IS&GS) Engineering Services Segment 700 N. Frederick Avenue Gaithersburg, MD 20879-3328 | CODE 3VRH3 | FACILITY 4N497 | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Arthur Craven Senior Contracts Manager |
|--|---------------|-------------------|---|

| | | | |
|---|--|---------------|----------------|
| 15B. TELEPHONE NUMBER AREA CODE 281 NUMBER 283-4480 EXT. | 15C. CHECK F REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|---|--|---------------|----------------|

AWARD (To be completed by Government)

| | | |
|---|---|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED 0001, 0002, 0003 & 0004 | 20. AMOUNT \$593,891,038 | 21. ACCOUNTING AND APPROPRIATION 14020000 5140 02XX 2542 |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) () | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM SF 33 Block 25 & Section G |

| | |
|---|---|
| 24. ADMINISTERED BY (If other than tem 7) CODE | 25. PAYMENT W LL BE MADE BY National Science Foundation DFM, Phone: (703) 292-8280 Commercial Cash Management 4201 Wilson Boulevard, Suite II-605 Arlington VA 22230 |
|---|---|

| | | |
|--|--|-------------------------------|
| 26. NAME OF CONTRACTING OFFICER (Type or print) Bart Bridwell | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE 22 Dec 2011 |
|--|--|-------------------------------|

MPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SF33 Continuation Page

Block 14, Acknowledgement of RFP and RFP Amendments:

| RFP/AMENDMENT NO. | DATE ISSUED |
|--------------------------|--------------------|
| RFP DACS08P2215 | 10 Oct 2008 |
| 001 | 17 Nov 2008 |
| 002 | 22 Dec 2008 |
| 003 | 09 Jan 2009 |
| 004 | 16 Jan 2009 |
| 005 | 29 Jan 2009 |
| 006 | 15 Oct 2009 |
| 007 | 22 Oct 2010 |
| 008 | 16 Nov 2010 |
| 009 | 19 Nov 2010 |
| 010 | 01 Dec 2010 |
| 011 | 20 May 2011 |
| 012 | 03 June 2011 |
| 013 | 13 Sept 2011 |
| 014 | 19 Sept 2011 |
| 015 | 21 Sept 2011 |
| 016 | 27 Sept 2011 |
| 017 | 18 Oct 2011 |
| 018 | 19 Oct 2011 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCHEDULE OF ITEMS

The contractor shall provide performance-based integrated operations and science support services and materials required to support the United States Antarctic Program (USAP) under the Antarctic Support Contract (ASC).

B.2 HYBRID CONTRACT TYPE

The Contract Line Item Numbers (CLINs) contain a hybrid contract type including: Firm-Fixed-price (FFP), Cost-Reimbursement (CR), and Cost-Plus-Award-Fee (Completion) (CPAF).

B.3 PRICE/COST SCHEDULE

Key to acronyms:

- | | |
|---|-----------------------------|
| APP = Annual Program Plan | NTE = Not-to-exceed |
| CLINs = Contract Line Item Numbers | NSP = Not-separately-priced |
| CPAF = Cost-Plus-Award-Fee (Completion) | Pd = Period |
| CR = Cost-Reimbursement | R/V = Research Vessel |
| FFP = Firm-Fixed-Price | TBD* = To-be-determined |
| IAW = In accordance with | |

*The “TBD” designation is information which will be provided by the Government as applicable or as otherwise designated elsewhere in the contract.

| PRICE/COST SCHEDULE – TRANSITION-IN & DATA | | |
|---|---|---------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0001 | Transition-In Descriptive Data: The contractor shall provide transition-in services IAW Section C Transition-in Statement of Work (SOW) (see Section J, Attachment 11). | |
| 0001.A | Transition-In Period: Begins at contract award through 60 days after contract award. Contract Type: FFP Descriptive Data: The contractor shall perform IAW Section C Transition-in SOW (see Section J, Attachment 11), paragraphs 2 and 3. | \$970,000 |
| 0001.B | Transition-In Period: Begins at contract award through 180 days after contract award Contract Type: CR Descriptive Data: The contractor shall perform IAW Section | \$4,574,611 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – TRANSITION-IN & DATA | | |
|---|---|---------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| | C Transition-in SOW (see Section J, Attachment 11), paragraphs 4 through 11. | |
| 0002 | Data Period: Base period and any exercised option period(s) Descriptive Data: Contractor shall provide data IAW Sections C, F and other applicable parts of this contract. This CLIN is NSP. | NSP |

| PRICE/COST SCHEDULE – BASE PERIOD APRIL 1, 2012 – SEPTEMBER 30, 2016 | | |
|---|--|--------------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0000.1 | Integrated Operations and Science Support (IOSS) Base Pd: April 1, 2012 – September 30, 2012 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | (b) (4) |
| 0000.2 | Award Fee for CLIN 0000.1 Base Pd: April 1, 2012 – September 30, 2012 Award Fee Period: 1 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 1: \$0 Period 1 Maximum Award Fee Pool: (b) (4) Period 1 Award Fee Earned: \$ TBD | \$TBD |
| 0000.3 | Research Vessel (R/V) Charters Base Pd: April 1, 2012 – September 30, 2012 | |
| 0000.3A | R/V Nathaniel B. Palmer Base Pd: April 1, 2012 – September 30, 2012 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Nathaniel B. Palmer plus fuel and subsistence. | NTE \$8,480,991 |
| 0000.3B | R/V Laurence M. Gould Base Pd: April 1, 2012 – September 30, 2012 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$5,678,670 |
| | | |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – BASE PERIOD APRIL 1, 2012 – SEPTEMBER 30, 2016 | | |
|---|---|---------------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0000.4 | Land and Facilities, Christchurch, New Zealand Base Pd: April 1, 2012 – September 30, 2012 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$ 500,000 |
| 0000.5 | Major Construction and Special Projects Base Pd: April 1, 2012 – September 30, 2012 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding Annual Program Plan (APP). These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$10,000,000 |
| 0001.1 | Integrated Operations and Science Support Base Pd, 1 st yr: October 1, 2012 – September 30, 2013 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | (b) (4) |
| 0001.2 | Award Fee for CLIN 0001.1 Base Pd, 1 st yr: October 1, 2012 – September 30, 2013 Award Fee Period: 2 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 2: \$0 Period 2 Maximum Award Fee Pool: (b) (4) Period 2 Award Fee Earned: \$ TBD | \$TBD |
| 0001.3 | Research Vessel (R/V) Charters Base Pd, 1 st yr: October 1, 2012 – September 30, 2013 | |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – BASE PERIOD APRIL 1, 2012 – SEPTEMBER 30, 2016 | | |
|---|---|---------------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0001.3A | R/V Nathaniel B. Palmer Base Pd, 1 st yr: October 1, 2012 – September 30, 2013 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer plus fuel and subsistence. | NTE \$TBD |
| 0001.3B | R/V Laurence M. Gould Base Pd, 1 st yr: October 1, 2012 – September 30, 2013 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$11,790,788 |
| 0001.4 | Land and Facilities, Christchurch, New Zealand Base Pd, 1 st yr: October 1, 2012 – September 30, 2013 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |
| 0001.5 | Major Construction and Special Projects Base Pd, 1 st yr: October 1, 2012 – September 30, 2013 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |
| 0002.1 | Integrated Operations and Science Support Base Pd, 2 nd yr: October 1, 2013 – September 30, 2014 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | (b) (4) |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – BASE PERIOD APRIL 1, 2012 – SEPTEMBER 30, 2016 | | |
|---|---|---------------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0002.2 | Award Fee for CLIN 0002.1 Base Pd, 2 nd yr: October 1, 2013 – September 30, 2014 Award Fee Period: 3 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 3: \$0 Period 3 Maximum Award Fee Pool: (b) (4) Period 3 Award Fee Earned: \$ TBD | \$ TBD |
| 0002.3 | Research Vessel (R/V) Charters Base Pd, 2 nd yr: October 1, 2013 – September 30, 2014 | |
| 0002.3A | R/V Nathaniel B. Palmer Base Pd, 2 nd yr: October 1, 2013 – September 30, 2014 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer plus fuel and subsistence. | NTE \$TBD |
| 0002.3B | R/V Laurence M. Gould Base Pd, 2 nd yr: October 1, 2013 – September 30, 2014 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$12,240,995 |
| 0002.4 | Land and Facilities, Christchurch, New Zealand Base Pd, 2 nd yr: October 1, 2013 – September 30, 2014 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |
| 0002.5 | Major Construction and Special Projects Base Pd, 2 nd yr: October 1, 2013 – September 30, 2014 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – BASE PERIOD APRIL 1, 2012 – SEPTEMBER 30, 2016 | | |
|---|---|----------------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0003.1 | <p>Integrated Operations and Science Support Base Pd, 3rd yr: October 1, 2014 – September 30, 2015 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs.</p> | (b) (4) |
| 0003.2 | <p>Award Fee for CLIN 0003.1 Base Pd, 3rd yr: October 1, 2014 – September 30, 2015 Award Fee Period: 4 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 4: \$0 Period 4 Maximum Award Fee Pool: (b) (4) Period 4 Award Fee Earned: \$ TBD</p> | \$TBD |
| 0003.3 | <p>Research Vessel (R/V) Charters Base Pd, 3rd yr: October 1, 2014 – September 30, 2015</p> | |
| 0003.3A | <p>R/V Nathaniel B. Palmer Base Pd, 3rd yr: October 1, 2014 – September 30, 2015 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence.</p> | NTE \$TBD |
| 0003.3B | <p>R/V Laurence M. Gould Base Pd, 3rd yr: October 1, 2014 – September 30, 2015 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence.</p> | NTE \$ 12,708,504 |
| 0003.4 | <p>Land and Facilities, Christchurch, New Zealand Base Pd, 3rd yr: October 1, 2014 – September 30, 2015 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p> | NTE \$1,000,000 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – BASE PERIOD | | |
|---|---|---------------------|
| APRIL 1, 2012 – SEPTEMBER 30, 2016 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0003.5 | Major Construction and Special Projects Base Pd, 3 rd yr: October 1, 2014 – September 30, 2015 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |
| 0004.1 | Integrated Operations and Science Support Base Pd, 4 ^h yr : October 1, 2015 – September 30, 2016 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | (b) (4) |
| 0004.2 | Award Fee for CLIN 0004.1 Base Pd, 4 ^h yr : October 1, 2015 – September 30, 2016 Award Fee Period: 5 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 5: \$0 Period 5 Maximum Award Fee Pool: (b) (4) Period 5 Award Fee Earned: \$ TBD | \$TBD |
| 0004.3 | Research Vessel (R/V) Charters Base Pd, 4 ^h yr : October 1, 2015 – September 30, 2016 | |
| 0004.3A | R/V Nathaniel B. Palmer Base Pd, 4 ^h yr : October 1, 2015 – September 30, 2016 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$ TBD |
| 0004.3B | R/V Laurence M. Gould Base Pd, 4 ^h yr : October 1, 2015 – September 30, 2016 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$13,193,864 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – BASE PERIOD | | |
|---|--|---------------------|
| APRIL 1, 2012 – SEPTEMBER 30, 2016 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 0004.4 | Land and Facilities, Christchurch, New Zealand Base Pd, 4 ^h yr : October 1, 2015 – September 30, 2016 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport; New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |
| 0004.5 | Major Construction and Special Projects Base Pd, 4 ^h yr: October 1, 2015 – September 30, 2016 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |

| PRICE/COST SCHEDULE – OPTION One (1) | | |
|---|--|---------------|
| October 1, 2016 – September 30, 2018 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 1005.1 | Integrated Operations and Science Support Option 1, 1 st yr: October 1, 2016 – September 30, 2017 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | (b) (4) |
| 1005.2 | Award Fee for CLIN 1005.1 Option 1, 1 st yr: October 1, 2016 – September 30, 2017 Award Fee Period: 6 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 6: \$0 Period 6 Maximum Award Fee Pool: (b) (4) Period 6 Award Fee Earned: \$ TBD | \$TBD |
| 1005.3 | Research Vessel (R/V) Charters Option 1, 1 st yr: October 1, 2016 – September 30, 2017 | |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – OPTION One (1) | | |
|---|--|---------------------|
| October 1, 2016 – September 30, 2018 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 1005.3A | R/V Nathaniel B. Palmer Option 1, 1 st yr: October 1, 2016 – September 30, 2017 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$TBD |
| 1005.3B | R/V Laurence M. Gould Option 1, 1 st yr: October 1, 2016 – September 30, 2017 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$13,697,997 |
| 1005.4 | Land and Facilities, Christchurch, New Zealand Option 1, 1 st yr: October 1, 2016 – September 30, 2017 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |
| 1005.5 | Major Construction and Special Projects Option 1, 1 st yr: October 1, 2016 – September 30, 2017 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |
| 1006.1 | Integrated Operations and Science Support Option 1, 2 nd yr: October 1, 2017 – September 30, 2018 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | (b) (4) |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – OPTION One (1) | | |
|---|--|---------------------|
| October 1, 2016 – September 30, 2018 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 1006.2 | Award Fee for CLIN 1006.1 Option 1, 2 nd yr: October 1, 2017 – September 30, 2018 Award Fee Period: 7 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 7: \$0 Period 7 Maximum Award Fee Pool: (b) (4) Period 7 Award Fee Earned: \$ TBD | \$TBD |
| 1006.3 | Research Vessel (R/V) Charters Option 1, 2 nd yr: October 1, 2017 – September 30, 2018 | |
| 1006.3A | R/V Nathaniel B. Palmer Option 1, 2 nd yr: October 1, 2017 – September 30, 2018 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$TBD |
| 1006.3B | R/V Laurence M. Gould Option 1, 2 nd yr: October 1, 2017 – September 30, 2018 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$14,221,463 |
| 1006.4 | Land and Facilities, Christchurch, New Zealand Option 1, 2 nd yr: October 1, 2017 – September 30, 2018 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |
| 1006.5 | Major Construction and Special Projects Option 1, 2 nd yr: October 1, 2017 – September 30, 2018 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – OPTION Two (2) | | |
|---|--|---------------------|
| October 1, 2018 – September 30, 2020 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 2007.1 | Integrated Operations and Science Support Option 2, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | (b) (4) |
| 2007.2 | Award Fee for CLIN 2007.1 Option 2, 1 st yr: October 1, 2018 – September 30, 2019 Award Fee Period: 8 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 8: \$0 Period 8 Maximum Award Fee Pool: (b) (4) Period 8 Award Fee Earned: \$ TBD | \$TBD |
| 2007.3 | Research Vessel (R/V) Charters Option 2, 1 st yr: October 1, 2018 – September 30, 2019 | |
| 2007.3A | R/V Nathaniel B. Palmer Option 2, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$TBD |
| 2007.3B | R/V Laurence M. Gould Option 2, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$14,764,832 |
| 2007.4 | Land and Facilities, Christchurch, New Zealand Option 2, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – OPTION Two (2) | | |
|---|---|---------------------|
| October 1, 2018 – September 30, 2020 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 2007.5 | Major Construction and Special Projects Option 2, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |
| 2008.1 | Integrated Operations and Science Support Option 2, 2 nd yr: October 1, 2019 – September 30, 2020 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | (b) (4) |
| 2008.2 | Award Fee for CLIN 2008.1 Option 2, 2 nd yr: October 1, 2019 – September 30, 2020 Award Fee Period: 9 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 9: \$0 Period 9 Maximum Award Fee Pool: (b) (4) Period 9 Award Fee Earned: \$ TBD | \$TBD |
| 2008.3 | Research Vessel (R/V) Charters Option 2, 2 nd yr: October 1, 2019 – September 30, 2020 | |
| 2008.3A | R/V Nathaniel B. Palmer Option 2, 2 nd yr: October 1, 2019 – September 30, 2020 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$TBD |
| 2008.3B | R/V Laurence M. Gould Option 2, 2 nd yr: October 1, 2019 – September 30, 2020 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$15,329,045 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – OPTION Two (2) October 1, 2018 – September 30, 2020 | | |
|--|--|---------------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 2008.4 | Land and Facilities, Christchurch, New Zealand Option 2, 2 nd yr: October 1, 2019 – September 30, 2020 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |
| 2008.5 | Major Construction and Special Projects Option 2, 2 nd yr: October 1, 2019 – September 30, 2020 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |

| PRICE/COST SCHEDULE – OPTION Three (3) October 1, 2020 – September 30, 2022 | | |
|--|---|---------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 3009.1 | Integrated Operations and Science Support Option 3, 1 st yr: October 1, 2020 – September 30, 2021 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | (b) (4) |
| 3009.2 | Award Fee for CLIN 3009.1 Option 3, 1 st yr: October 1, 2020 – September 30, 2021 Award Fee Period: 10 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 10: \$0 Period 10 Maximum Award Fee Pool: (b) (4) Period 10 Award Fee Earned: \$ TBD | \$TBD |
| 3009.3 | Research Vessel (R/V) Charters Option 3, 1 st yr: October 1, 2020 – September 30, 2021 | |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – OPTION Three (3) | | |
|---|---|---------------------|
| October 1, 2020 – September 30, 2022 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 3009.3A | R/V Nathaniel B. Palmer Option 3, 1 st yr: October 1, 2020 – September 30, 2021 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$TBD |
| 3009.3B | R/V Laurence M. Gould Option 3, 1 st yr: October 1, 2020 – September 30, 2021 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE \$17,695,645 |
| 3009.4 | Land and Facilities, Christchurch, New Zealand Option 3, 1 st yr: October 1, 2020 – September 30, 2021 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,000,000 |
| 3009.5 | Major Construction and Special Projects Option 3, 1 st yr: October 1, 2020 – September 30, 2021 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |
| 3010.1 | Integrated Operations and Science Support Option 3, 2 nd yr: October 1, 2021 – September 30, 2022 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | (b) (4) |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE – OPTION Three (3) | | |
|---|--|---------------------|
| October 1, 2020 – September 30, 2022 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 3010.2 | <p>Award Fee for CLIN 3010.1 Option 3, 2nd yr: October 1, 2021 – September 30, 2022 Award Fee Period: 11 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 11: \$0</p> <p>Period 11 Maximum Award Fee Pool: (b) (4) Period 11 Award Fee Earned: \$ TBD</p> | \$TBD |
| 3010.3 | <p>Research Vessel (R/V) Charters Option 3, 2nd yr: October 1, 2021 – September 30, 2022</p> | |
| 3010.3A | <p>R/V Nathaniel B. Palmer Option 3, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence.</p> | NTE \$TBD |
| 3010.3B | <p>R/V Laurence M. Gould Option 3, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence.</p> | NTE \$TBD |
| 3010.4 | <p>Land and Facilities, Christchurch, New Zealand Option 3, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p> | NTE \$1,016,500 |
| 3010.5 | <p>Major Construction and Special Projects Option 3, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p> | NTE \$20,000,000 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE OPTION Four (4) | | |
|--|---|--------------------|
| October 1, 2022 – March 31, 2025 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 4011.1 | Integrated Operations and Science Support Option 4, 1 st yr: October 1, 2022 – September 30, 2023 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | (b) (4) |
| 4011.2 | Award Fee for CLIN 4011.1 Option 4, 1 st yr: October 1, 2022 – September 30, 2023 Award Fee Period: 12 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 12: \$0 Period 12 Maximum Award Fee Pool: (b) (4) Period 12 Award Fee Earned: \$ TBD | \$TBD |
| 4011.3 | Research Vessel (R/V) Charters Option 4, 1 st yr: October 1, 2022 – September 30, 2023 | |
| 4011.3A | R/V Nathaniel B. Palmer Option 4, 1 st yr: October 1, 2022 – September 30, 2023 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$TBD |
| 4011.3B | R/V Laurence M. Gould Option 4, 1 st yr: October 1, 2022 – September 30, 2023 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence. | NTE \$TBD |
| 4011.4 | Land and Facilities, Christchurch, New Zealand Option 4, 1 st yr: October 1, 2022 – September 30, 2023 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,033,272 |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE OPTION Four (4) | | |
|--|---|---------------------|
| October 1, 2022 – March 31, 2025 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 4011.5 | Major Construction and Special Projects Option 4, 1 st yr: October 1, 2022 – September 30, 2023 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |
| 4012.1 | Integrated Operations and Science Support Option 4, 2 nd yr: October 1, 2023 – September 30, 2024 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | (b) (4) |
| 4012.2 | Award Fee for CLIN 4012.1 Option 4, 2 nd yr: October 1, 2023 – September 30, 2024 Award Fee Period: 13 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 13: \$0 Period 13 Maximum Award Fee Pool: (b) (4) Period 13 Award Fee Earned: \$ TBD | \$TBD |
| 4012.3 | Research Vessel (R/V) Charters Option 4, 2 nd yr: October 1, 2023 – September 30, 2024 | |
| 4012.3A | R/V Nathaniel B. Palmer Option 4, 2 nd yr: October 1, 2023 – September 30, 2024 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE \$TBD |
| 4012.3B | R/V Laurence M. Gould Option 4, 2 nd yr: October 1, 2023 – September 30, 2024 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence. | NTE \$TBD |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE OPTION Four (4) | | |
|--|---|---------------------|
| October 1, 2022 – March 31, 2025 | | |
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| 4012.4 | Land and Facilities, Christchurch, New Zealand Option 4, 2 nd yr: October 1, 2023 – September 30, 2024 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$1,050,321 |
| 4012.5 | Major Construction and Special Projects Option 4, 2 nd yr: October 1, 2023 – September 30, 2024 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |
| 4013.1 | Integrated Operations and Science Support Option 4, 3 rd yr: October 1, 2024 – March 31, 2025 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | (b) (4) |
| 4013.2 | Award Fee for CLIN 4013.1 Option 4, 3 rd yr: October 1, 2024 – March 31, 2025 Award Fee Period: 14 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 14: \$0 Period 14 Maximum Award Fee Pool: (b) (4) Period 14 Award Fee Earned: \$ TBD | \$TBD |
| 4013.3 | Research Vessel (R/V) Charters Option 4, 3 rd yr: October 1, 2024 – March 31, 2025 | |
| 4013.3A | R/V Nathaniel B. Palmer Option 4, 3 rd yr: October 1, 2024 – March 31, 2025 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel | NTE \$TBD |

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

| PRICE/COST SCHEDULE OPTION Four (4) October 1, 2022 – March 31, 2025 | | |
|---|--|---------------------|
| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | AMOUNT |
| | B. Palmer charter plus fuel and subsistence. | |
| 4013.3B | R/V Laurence M. Gould Option 4, 3 rd yr: October 1, 2024 – March 31, 2025 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence. | NTE \$TBD |
| 4013.4 | Land and Facilities, Christchurch, New Zealand Option 4, 3 rd yr: October 1, 2024 – March 31, 2025 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE \$ 533,826 |
| 4013.5 | Major Construction and Special Projects Option 4, 3 rd yr: October 1, 2024 – March 31, 2025 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE \$20,000,000 |

B.4 TOTAL ESTIMATED COST OF THE CONTRACT

a. Total Estimated Cost by Contract Type:

| | |
|---|-------------------------|
| Price of FFP CLINs : | <u>\$ 970,000</u> |
| Estimated cost of CR CLINs*: | <u>\$ 4,574,611</u> |
| Estimated cost of CPAF CLINs**: | (b) (4) |
| Maximum Award Fee | |
| Base Fee | <u>\$ 0</u> |
| Total Estimated Cost | <u>\$ 1,459,358,570</u> |
| NTE CR*** CLINs | <u>\$ 422,936,713</u> |
| Total Estimated Cost including NTE CR CLINs | <u>\$ 1,882,295,283</u> |

*Only contractor-proposed CR amounts should be included here.

** Does not include the associated maximum award fee amounts.

***NTE CR CLINs are amounts that are Government-provided and can only be modified by the Government by contract modification.

B.5 POST-AWARD ACTIONS

- a) Integrated Operations and Science Support - The contractor may propose areas under the Integrated Operations and Science Support CLINs for consideration of a Firm-Fixed-Price or other contract type with the Annual Program Plan submittal. Examples would include Medical, Food Services, Power Plant, Janitorial, and Commodities. These post-award actions will be finalized by contract modification.
- b) Major Construction and Special Projects – These areas will be determined on an annual basis and will be developed in the Annual Program Plan for each year. Costs associated with these areas shall not exceed the corresponding NTE for the applicable CLIN unless authorized by contract modification. These post-award actions will be finalized by contract modification.

B.6 AWARD FEE

- a) The contractor may earn award fee for performance under the CPAF CLINs. The Government's purpose in granting an award fee is to encourage and reward superior contract performance. The Award Fee Plan sets out the award fee process and is located under Section J, Attachment 1.
- b) Award Fee Determination

(1) The Government will evaluate and assess the contractor's performance in 6-month increments for the first six months (from April 1 through September 30, 2012) and the last six months of this contract, if exercised (from October 1, 2024 through March 31, 2025) and annually for all other performance periods in accordance with the terms of this contract and the Award Fee Plan, Section J, Attachment 1. The contractor may earn an award fee up to the maximum award fee pool scale set out below.

(2) The maximum award fee pool may be adjusted prior to the start date of the affected award fee period based upon negotiations and risk associated with each Annual Program Plan (APP), as mutually agreed between the Government and the ASC contractor. The Government will consider award fee sharing arrangement(s) proposed by the ASC contractor for specified subcontractor participation.

(3) The Government reserves the right to modify award fee criteria and procedures by unilateral contract modification, issued prior to the start of the affected award fee evaluation period(s).

(4) The award fee earned to be paid to the contractor and the methodology for determining the award fee earned are unilateral decisions made solely at the discretion of the Government.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

(5) Award fee is subject to the Disputes Clause.

c) Maximum Award Fee Pool for corresponding Award Fee Periods/CLINs – The maximum award fee pool amounts per award fee period/CLIN are set out in the following table.

| Award Fee Periods with Maximum Award Fee Pool | | | | |
|---|------------|-------------|---------------------|--------|
| Period | Start Date | End Date | Max. Award Fee Pool | CLIN |
| 1 | 1 Apr 2012 | 30 Sep 2012 | (b) (4) | 0000.2 |
| 2 | 1 Oct 2012 | 30 Sep 2013 | | 0001.2 |
| 3 | 1 Oct 2013 | 30 Sep 2014 | | 0002.2 |
| 4 | 1 Oct 2014 | 30 Sep 2015 | | 0003.2 |
| 5 | 1 Oct 2015 | 30 Sep 2016 | | 0004.2 |
| 6* | 1 Oct 2016 | 30 Sep 2017 | | 1005.2 |
| 7* | 1 Oct 2017 | 30 Sep 2018 | | 1006.2 |
| 8* | 1 Oct 2018 | 30 Sep 2019 | | 2007.2 |
| 9* | 1 Oct 2019 | 30 Sep 2020 | | 2008.2 |
| 10* | 1 Oct 2020 | 30 Sep 2021 | | 3009.2 |
| 11* | 1 Oct 2021 | 30 Sep 2022 | | 3010.2 |
| 12* | 1 Oct 2022 | 30 Sep 2023 | | 4011.2 |
| 13* | 1 Oct 2023 | 30 Sep 2024 | | 4012.2 |
| 14* | 1 Oct 2024 | 31 Mar 2025 | | 4013.2 |
| Total | | | | |

* If the applicable option period is exercised.

d) Award Fee Available Upon Termination for Convenience of the Government

In the event that the contract is terminated for the Government's convenience, either in whole or in part, the amount of award fee available shall be determined by the Contracting Officer (CO).

e) Payment of Award Fee

The contractor shall be paid award fee upon submittal of a proper invoice to the cognizant NSF payment office (see Section G for invoicing procedures), together with a copy of the contract modification authorizing payment of award fee for the applicable award fee period. For the first 6 months of any twelve-month award fee period, interim fee may be invoiced for 50% of the maximum award fee pool. Award fee may be invoiced for payment only after the execution of the contract modification by the CO authorizing payment. The contractor's invoice shall show the amount of award fee payable with the corresponding award fee CLIN. The contractor's invoice must cite the appropriate accounting data.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.7 INCREMENTAL FUNDING

This contract shall be subject to incremental funding with \$5,544,611 presently available for performance under this contract. It is estimated that funds presently available are sufficient to permit the contractor's performance through March 31, 2012. In accordance with the Limitation of Funds clause in Section I of this contract, no legal liability on the part of the Government for payment of money in excess of \$5,544,611 shall arise unless and until additional funds are made available by the CO through a modification to this contract.

B.8 FUNDS LIMITATION

Funds provided for special projects may not be reprogrammed to support contract activities other than those identified in the contract or by contract modification. The CO will designate any "special projects" when providing the subject funding.

B.9 INDIRECT COSTS

Pending modification(s) to this contract setting forth final indirect cost rate(s) in accordance with this contract's *Allowable Cost and Payment* clause (FAR 52.216-7) the Contractor shall be provisionally reimbursed for indirect costs at following rates:

[To be negotiated]

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall provide the materials and services required to support the United States Antarctic Program (USAP) in accordance with the Performance Work Statement (PWS) located at Section J, Attachment 2.

The contractor shall provide transition-in requirements in accordance with the Transition-in Statement of Work located at Section J, Attachment 11.

SECTION D – PACKAGING AND MARKING

D.1 MARKING

- a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. If electronic media, such as CDs and DVDs, are involved, packaging shall be clearly marked identifying the contents as such and with a warning for protection against exposure to magnetic fields or temperature extremes.
- b) Deliveries to civilian activities: Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation and as updated.
- c) Deliveries to military activities: Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation and as updated.
- d) Additional markings may be specified by the USAP Packaging and Shipping Instructions for any deliveries under this contract if applicable.

D.2 PACKAGING AND PACKING

2.1 DOMESTIC SHIPMENT

Material shall be packaged and packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, National Motor Freight Classification, or regulations of other carriers as applicable to the mode of transportation.

2.2 OVERSEAS SHIPMENT

- a) Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for water or air movement to arrive undamaged at ultimate destination.
- b) Additional packaging and packing may be specified by the USAP Packaging and Shipping Instructions for any deliveries under this contract if applicable.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at Federal Acquisition Regulation (FAR) "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| 52.246-2 | INSPECTION OF SUPPLIES-FIXED PRICE ALTERNATE I (JUL 1985) | AUG 1996 |
| 52.246-3 | INSPECTION OF SUPPLIES--COST-REIMBURSEMENT | MAY 2001 |
| 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE | AUG 1996 |
| 52.246-5 | INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR 1984 |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR 1984 |

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION

Inspection and Acceptance of the supplies or services to be furnished under this contract shall be made at destination by the Contracting Officer's Technical Representative (COTR) or his designated Government representative. Destination within the continental U.S. would be at U.S. distribution center(s) used by the contractor. Destination outside of the continental U.S. would be at point of departure to the Antarctic, i.e., Christchurch, New Zealand, Punta Arenas, Chile or other location proposed by the contractor.

SECTION F – DELIVERIES AND PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be as follows:

| | |
|---------------|-------------------------------|
| Transition-in | Contract Award – Mar 31, 2012 |
| Base Period | Apr 1, 2012 – Sep 30, 2016 |
| Option 1 | Oct 1, 2016 – Sep 30, 2018 |
| Option 2 | Oct 1, 2018 – Sep 30, 2020 |
| Option 3 | Oct 1, 2020 – Sep 30, 2022 |
| Option 4 | Oct 1, 2022 – Mar 31, 2025 |

F.3 ANNUAL PROGRAM PLAN (APP) AND OUT YEAR PROJECTIONS

- a) Work under this contract shall be performed in accordance with an APP developed by the contractor in consultation with NSF. Following discussions with the contractor, the Annual Program Plan shall be approved in writing by the CO by modification to the contract.
- b) Each APP shall be prepared and submitted according to a Work Breakdown Structure (WBS) format (as approved by NSF), funding levels, guidelines and other formats specified in accordance with this contract and in writing by NSF. The contractor shall also provide supporting documentation as required.

SECTION F – DELIVERIES AND PERFORMANCE

c) Annual Program Plan periods are as follows:

| APP Period No. | Begins | Ends |
|----------------|-----------------|--------------------|
| One | April 1, 2012 | September 30, 2012 |
| Two | October 1, 2012 | September 30, 2013 |
| Three | October 1, 2013 | September 30, 2014 |
| Four | October 1, 2014 | September 30, 2015 |
| Five | October 1, 2015 | September 30, 2016 |
| Six* | October 1, 2016 | September 30, 2017 |
| Seven* | October 1, 2017 | September 30, 2018 |
| Eight* | October 1, 2018 | September 30, 2019 |
| Nine* | October 1, 2019 | September 30, 2020 |
| Ten* | October 1, 2020 | September 30, 2021 |
| Eleven* | October 1, 2021 | September 30, 2022 |
| Twelve* | October 1, 2022 | September 30, 2023 |
| Thirteen* | October 1, 2023 | September 30, 2024 |
| Fourteen* | October 1, 2024 | March 31, 2025 |

*If the applicable option period is exercised.

d) Annual Program Plan Development

(1) The APP shall cover the periods identified and shall address, but not be limited to, the following topics:

- Staffing and organizational plans
- Program goals
- Estimated Costs
- Major field and project support activities

(2) Activities within the APP will be separated between operations and maintenance activities and project support, so that incremental support associated with projects can be easily separated from base operations and maintenance support requirements.

(3) Lifecycle support needs for operations and maintenance functions will also be submitted as a separate cost category in the APP. It is anticipated that lifecycle needs will be funded on a periodic basis in accordance with priorities identified in the APP.

(4) Changes to the APP proposed by the contractor shall be described in consecutively numbered submissions in each APP period, and submitted to the CO for approval prior to their implementation. NSF approval for changes will be by modification to the contract signed by the CO.

SECTION F – DELIVERIES AND PERFORMANCE

- (5) The contractor may redistribute funds among the approved Work Breakdown Structure (WBS) at a level and within guidelines to be determined by the CO and COTR. Such fund redistributions shall be reported in the Monthly Financial Report (F.4.1).
- (6) NSF reserves the right to unilaterally modify the APP.
- (7) The APP shall include budget information for the current year and projections for the next four (4) years. The APP shall contain current and projected commitments.
- (8) In early July of each year, the contractor and NSF shall begin developing an APP for the subsequent Federal Government fiscal year (for example, development for the fiscal year 2014 program plan begins in July 2013). The APP, prepared by the contractor after initial discussions with NSF are complete, shall consist of: a program cost schedule and narrative volume, and a staffing schedule and narrative volume. These volumes shall detail the contractor's staffing and work plans for the subject fiscal year according to budgeting assumptions and program priorities that are provided to the contractor by NSF, and explain how the contractor will complete each programmed task within the budget target for the task.
- (9) The final draft version of the APP volumes for the upcoming fiscal year shall be delivered to NSF no later than 31 July of each year (with the exception of the APP for period 1). Negotiations and revisions will follow, with the contractor submitting a final APP by 15 September of each year. NSF will normally approve an APP by 30 September of each year and will formalize the approval by modification to the contract.
- (10) The APP for October 1, 2011 through March 31, 2012 will be executed by the incumbent contractor. The APP for period 1 for April 1, 2012 through September 30, 2012 will be prepared by the ASC contractor during the transition-in period.

F.4 FINANCIAL REPORTING

4.1 MONTHLY FINANCIAL REPORT

This report shall provide budget and financial information for each area of the contractor's WBS that is detailed in the APP and agreed to by NSF and the contractor.

4.2 RESERVED

4.3 QUARTERLY EXPENSE REPORT

- a) Quarterly Expense Report are due no later than the tenth day after the month preceding the quarter end (January 10, April 10, July 10, October 10). If the due

SECTION F – DELIVERIES AND PERFORMANCE

date falls on a Sunday or legal Federal Holiday, the report will be submitted by the following business day. If the due date falls on a Saturday, the report will be submitted by the preceding business day.

- b) Detailed information should be provided by approved Program/Project and should include:
- Total Contract Amount
 - Funds Obligated
 - Funds Expended
 - The Quarterly Expense Report should provide cumulative, year-to-date and quarterly activity.
 - Funding received by means other than from NSF should be explained in detail.
 - Quarterly Expense Reports should include reconciliation between expenditures used to purchase capitalized property and quarterly property reports.
 - Exceptions such as Gained By Inventory (GBI), etc. should be noted since these will not be included as activity in the Quarterly Expense Reports.

F.5 QUARTERLY TECHNICAL REPORT

- a) The contractor shall prepare and furnish copies of a quarterly technical report detailing the preceding contract quarter (i.e., October through December, January through March, etc.) and shall include the following:
- (1) The contractor's success in meeting or exceeding the performance goals or metrics defined in the contract, and other performance measurements that may be required by the APP or in other correspondence from the CO (including data required by this contract, the APP, or other document to support the contractor's performance claims);
 - (2) Status of all major events and activities identified in this contract, the APP, and other correspondence from the CO;
 - (3) Summary of all work performed during the reporting period, including problems encountered, future plans and actions required of the Government;
 - (4) A financial report summary of the past three monthly financial reports required by F.4.1. This report shall provide budget and financial information for each area of the contractor's Work Breakdown Structure that is detailed in the APP and agreed to by NSF and the contractor.
- b) In addition, each report will include a summary of all NSF approved changes to the APP since the beginning of the fiscal year and detail any reprogramming of funds that have occurred since the beginning of the fiscal year, either as performed under contractor's authority or as directed by NSF.

F.6 PROPERTY REPORTING

a) Definitions:

- (1) "Accountable property" means any item of property acquired by capital lease, or with an acquisition cost of \$5,000 or greater with a useful life of two years or more.
- (2) "Acquisition cost for other than software" means the sum of costs for design, labor, materials, transportation, and related indirect or overhead expenses (including the capitalized cost of any expansions, extensions, conversions, additions, alterations and improvements to property) as calculated in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 6, "Accounting for Property, Plant, and Equipment." Consistent with SFFAS No. 6, expansions, extensions, conversions, additions, alterations and improvements to property shall be capitalized.
- (3) "Acquisition cost for software" acquisition cost shall be calculated in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 10, "Accounting for Internal Use Software" by using the "National Science Foundation Software Property Asset Cost Worksheet."
- (4) "Acquisition date" means the Federal Government Fiscal Year that an item of property was accepted for use by the original contracting activity (either Government or commercial).
- (5) "Assignable lease" means leases of property that are not otherwise considered capital leases that reserve the rights of NSF, the contractor, or subcontractor at any tier to unilaterally assign the lease to another organization selected by NSF.
- (6) "Business Narratives" means a thorough, well-written document on the business processes as outlined in OMB Circular A-123. The narratives should provide sufficient depth and should be presented in narrative form. Flowcharts may be included for visual presentation. They reflect an understanding, from beginning to end, of the underlying processes and document involved in each major transaction cycle.
- (7) "Capital lease" means leases of property with minimum lease payments of \$5,000 or greater, the leased property has a useful life of two years or greater, the minimum lease payment is being reimbursed to the contractor as a direct cost, and the lease substantially transfers all the benefits and risks of ownership to NSF. Leases that meet one or more of the following criteria shall be considered to substantially transfer all the benefits and risks of ownership to NSF.
 - (a) The lease transfers ownership of the property to the contractor at the end of the lease term.

SECTION F – DELIVERIES AND PERFORMANCE

- (b) The lease contains an option for the contractor to purchase or otherwise acquire the property at a bargain price.
- (8) "Capital equipment" means any item of property acquired by capital lease with a minimum lease payment of \$25,000 or greater or with an acquisition cost of \$25,000 or greater, and a useful life of two years or more.
- (9) "Commercial Off-the-Shelf (COTS) Software" means software that is purchased (including licensed software) from a vendor and is ready for use with little or no change, for which the purchase price is being reimbursed to the contractor as a direct cost.
- (10) "Contractor-Developed Software" means software that a Federal entity is paying a contractor as a direct cost to design, program, install, and implement, including new software and the modification of existing or purchased software.
- (11) "Construction-in-Progress" means real property that is being constructed, but has not been accepted by NSF or is not otherwise ready for use.
- (12) "Deferred maintenance" for facilities in Antarctica means maintenance that, if not performed, would result in the facility becoming inoperative or unsuitable for use. This definition is also referenced in the A-123 narrative for USAP plant, property & equipment.
- (13) "Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. (See FAR 45.101)
- (14) "Excess personal property" means personal property that no longer meets Agency needs, as determined by the agency head or designee, but has not yet been demolished or disposed of. In the case of NSF owned property, this property should be included on the deferred maintenance list and categorized as 'non-functional'. (GSA Federal Management Regulation, Subchapter B – Personal Property, Section 102-36.40).
- (15) "Freight Cost Model" means the model used within the USAP to reflect the cost of freight to the final Antarctic location of a purchased or transferred asset. A separate model for the USAP has been developed due to the fact that the transportation system uses a combination of both commercial and military transportation.
- (16) "Gain-By-Inventory" means property acquired by the NSF due to abandonment or transfer from Federal Agencies previously managing USAP. These properties were not transferred via the official Government document (SF-122) and were classified as NSF owned property as a result of the annual inventory process.

SECTION F – DELIVERIES AND PERFORMANCE

- (17) "Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. (See FAR 45.101)
- (18) "Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and contractor-acquired property. (See FAR 45.101)
- (19) "Half-year convention" means a method of calculation that recognizes a half-year of depreciation for the year a property item is available for use as determined by its acquisition date, and the year following the end of its useful life.
- (20) "In-service date" means the month and year that NSF received title to an item of property.
- (21) "Leasehold Improvements (LHI)" means an improvement of a leased asset that increases the asset's value. The expense of a leasehold improvement is carried as an asset that declines in value over time, as the value is depreciated over the life of the lease or the improvement, which ever is shorter.
- (22) "Maintenance" means the act of keeping property in acceptable condition. It includes normal repairs, replacement of parts and structural components needed to preserve the property so that it continues to provide acceptable services and achieves its expected life. Maintenance excludes activities aimed at expanding the capability of property or otherwise upgrading it to serve needs different from, or significantly greater than, those originally intended.
- (23) "Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment. (See FAR 45.101)
- (24) "Minimum lease payment" means the sum of all payments required for the right to use property for a stated period. This includes but is not limited to:
- a. The minimum rent required during the lease term.
 - b. Any payment(s) or guarantee(s) required at the end of the lease term, including: (i) any amount stated to purchase the leased property; (ii) any amount stated to make up any deficiency from a specified minimum; and (iii) any amount payable for failure to renew or extend the lease at the expiration of the lease term.
- (25) "Net Gain or Loss" means the difference between the net book value and the amount realized on disposal, retirement, sale, exchange or donation of any particular item of property.

SECTION F – DELIVERIES AND PERFORMANCE

- (26) “Non-accountable property” means any item of property with an acquisition cost of less than \$5,000 that has not been determined to be sensitive.
- (27) “Plant equipment” means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment. (See FAR 45.101)
- (28) "Property" means all tangible property, both real and personal. (See FAR 45.101)
- (29) “Property Reports” means reports supplied to the NSF on a quarterly basis to support the values posted in NSF’s general ledger. These reports should be substantiated by the contractor’s financial accounting system and supporting documentation (e.g. Purchase Orders, shipping invoices, checks, etc).
- (30) "Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment. (See FAR 45.101)
- (31) “Sensitive Property” means property with acquisition cost under \$5,000 that is susceptible to theft, has a potential resale value on the open market, and/or is mission critical.
- (32) "Software" means the application and operating system programs, procedures, rules, and any associated documentation pertaining to the operation of a computer system or program. “Internal use software” means software that is purchased from commercial vendors "off-the-shelf," internally developed, or contractor-developed solely to meet the entity's internal or operational needs. Normally software is an integral part of an overall system(s) having interrelationships between software, hardware, personnel, procedures, controls, and data. For further guidance refer to Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 10, “Accounting for Internal Use Software”.
- (33) “Valuation and Validation” means appraising or [estimating](#) the [worth](#) of something having economic or [monetary value](#) and to attest or confirm the [accuracy](#) and [propriety](#) of a financial item.
- (34) “Work-In-Process” means products that are in the process of being manufactured or fabricated but are not yet complete. Work in process consists of the costs of direct materials, direct labor, direct purchased services, and indirect costs, including general and administrative and overhead costs. Costs coded as work in process should not be depreciated.

SECTION F – DELIVERIES AND PERFORMANCE

b) Equipment:

(1) General

(a) The contractor shall submit the following reports to NSF for all equipment identified as Government property in the custody of the contractor (including equipment assigned to subcontractors and grantees), and classified as either accountable property or capital equipment.

(b) A complete cumulative inventory of equipment as of the required submission date that also separately presents newly acquired, gain-by-inventory (GBI), transferred equipment under capital lease and disposed equipment for the reporting period.

(c) Property reports for Accountable Property, and Capital Equipment should be provided quarterly no later than the tenth day after the month proceeding quarter end (i.e., January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(d) Lease information for equipment should be submitted with quarterly property reports, if applicable.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number
 - If part of a system is not tagged individually, the part should be properly linked to the system.
- Contractor Accounting System Number
- Description
- Manufacturer/Make/Model
- Manufacturer's Serial Number
- Purchase Order/Subcontract No., Government Transfer Order No. or added by physical inventory (GBI)
- Indicate if GBI or through Government Transfer Order or from Work-In-Process (WIP)
- Location
- Acquisition Date
- Useful Life
- Acquisition Cost
 - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Minimum Lease Payment (if applicable)
- Lease Term (if applicable)
- Lease Payment Period (if applicable)
- Non-Commercial Freight Costs

SECTION F – DELIVERIES AND PERFORMANCE

- Weight/Square Footage (only if used to determine non-commercial freight costs)
- General & Administrative (G&A) and Overhead (OH) Costs
- Fiscal Year Beginning and Ending Balance
- Quarterly and Annual Depreciation Expense
- Accumulated Depreciation
- Net Book Value
- Amount realized on disposal, retirement, sale, exchange, or donation (excluding assignable leases)
- Net gain or loss (excluding assignable leases).

(3) Property reports should separately present the following:

- Previously Acquired Property
- Transferred-In Property
 - If transferred from a Federal Agency, Agency Name should be provided
 - Information on useful life should be substantiated either by internal experts (if standard useful life information is not available) or the transferring agency.
- Property Transferred from WIP should be separately noted and reconciled to ending WIP balance.
- Purchased Property
- Disposals
- Gain-By-Inventory
- Equipment under capital lease
- Gains and losses
- Explanation for prior period adjustments.
- Freight Cost Model should be included with quarterly submissions.
- Approvals from NSF to transfer and/or dispose of property should be submitted with quarterly reports.
- A download of the contractor's accounting system should be provided with quarterly property reports in order to reconcile WIP and Capital Equipment purchases.
- A sheet-to-floor and floor-to-sheet inventory should be completed at least once a year for Capital Equipment (to include furniture), WIP, and results submitted with the subsequent quarterly property report submission. For purposes of the inventory it is assumed that transfers-in and GBI are implied under Capital Equipment.
- Deferred Maintenance reports should be provided for Capital Equipment with quarterly property reports.
 - Reports should include information required under SFFAS # 14 – “Amendments to Deferred Maintenance Reporting” and any subsequent updates to the standard.

(4) Equipment that is considered sensitive and valued at less than \$5,000 may be included in this inventory as a means of control.

SECTION F – DELIVERIES AND PERFORMANCE

(5) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be established in accordance with Internal Revenue Service Depreciation Guidelines. For certain specialized equipment the IRS tables may not be applicable. In these situations, special depreciation schedules will be mutually developed between the contractor and NSF. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

(6) A listing of accountable properties is to be provided as a separate report.

c) Real Property:

(1) General

(a) The contractor shall submit the following reports to NSF for all real property identified as Government property in the custody of the contractor (including real property assigned to subcontractors and grantees).

(b) A complete cumulative inventory of real property as of the required submission date that also separately presents gain-by-inventory (GBI), transferred from Construction-in-Progress (CIP), demolished real property, and real property deemed as excess real property for the reporting period.

(c) Property reports for real property should be provided quarterly no later than the tenth day after the month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(d) Lease information on real property should be submitted with quarterly property reports, if applicable.

(e) If any NSF funds are used to pay the rent at any buildings used by USAP contractors, a monthly report explaining if they are operating or capital leases and who is the lessee on these buildings must be listed.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number
 - If part of a system is not tagged individually, it should be ensured that the part is properly linked to system.
- Contractor Accounting System Number
- Description/Function of the Property
- Previous Tracking Number in Construction-In-Progress (CIP). (This is to cross-walk and identify items when they were in CIP to the transferred state as real property).

SECTION F – DELIVERIES AND PERFORMANCE

- Indicate if GBI or from CIP
 - Location
 - In Service Date or Approved Conditional Occupancy Date
 - Useful Life
 - Gross Square Footage or Acreage
 - Acquisition Cost
 - Should include all costs needed to bring property to its intended use as described in SFFAS # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
 - Minimum Lease Payment (if applicable)
 - Lease Term (if applicable)
 - Lease Payment Period (if applicable)
 - Fiscal Year Beginning and Ending Balance
 - Quarterly and Annual Depreciation Expense
 - Accumulated Depreciation
 - Net Book Value
 - Amount realized on disposal, retirement, sale, exchange, or donation (excluding assignable leases)
 - Net gain or loss (excluding assignable leases).
- (3) Property reports should separately present the following:
- Previously Acquired Property
 - Transferred-In Property
 - If transferred from a Federal Agency, Agency Name should be provided
 - Information on useful life should be substantiated either by internal experts (if standard useful life information is not available) or the transferring agency
 - Property Transferred from CIP should be separately noted and reconciled to ending CIP balance
 - Purchased Property
 - Disposals
 - Gain-By-Inventory
 - Operating or Capital Leases on Real Property
 - Gains and losses
 - Explanation for prior period adjustments
 - Approvals from NSF to transfer and/or demolish of real property should be submitted with quarterly reports.
 - A download of the contractor’s accounting system should be provided with quarterly property reports in order to reconcile CIP and Real Property.
 - A sheet-to-floor and floor-to-sheet inventory should be completed at least once a year for Real Property (to include fixtures), CIP, and results submitted with the subsequent quarterly property report submission.
 - Deferred Maintenance reports should be provided for Real Property with quarterly property reports.

SECTION F – DELIVERIES AND PERFORMANCE

- Reports should include information required under SFFAS # 14 – “Amendments to Deferred Maintenance Reporting” and any subsequent updates to the standard.

(4) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be 39 years for Real Property. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

d) Construction-in-Progress:

(1) General

- (a) The contractor shall submit the following reports to the NSF for all CIP identified as Government property in the custody of the contractor (including CIP property assigned to subcontractors and grantees).
- (b) A complete cumulative inventory of CIP as of the required submission date.
- (c) Property reports for CIP should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.
- (d) All Leasehold Improvements in construction must be presented in this report.

(2) These reports shall be presented with the following data elements, at the minimum:

- Contractor Accounting System Number
- Description/Function of the Property
- Location
- Weight of the components used in CIP. (This is for the freight cost compilation to arrive at the total cost per SFFAS # 6 – “Accounting for Property, Plant, and Equipment”.)
- Acquisition Cost to Date (material cost to be calculated at the time materials are acquired and/or identified for use in the project)
 - Should include all costs needed to bring property to its intended use as described in SFFAS # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Fiscal Year Beginning and Ending Balance

e) Work-in-Process (WIP):

SECTION F – DELIVERIES AND PERFORMANCE

(1) General

(a) The contractor shall report all WIP identified as Government property in the custody of the contractor (including WIP property assigned to subcontractors and grantees).

(b) The contractor shall report a complete cumulative inventory of WIP as of the required submission date.

(c) Property reports for WIP should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

HOWEVER, the above identified reporting guidelines in this clause are subject to published changes in Federal Accounting Guidance, such as SFFASs, which may, in turn, modify deliverables or reporting deadlines. Therefore, the contractor shall accordingly adjust its reporting requirements under this clause to comply with the most current Federal Accounting Guidance to allow NSF to meet its obligations under the same Federal Accounting Guidance.

(2) These reports shall be presented with the following data elements, at the minimum:

- Contractor Accounting System Number
- Description/Function of the Property
- Location
- Weight of the components used in WIP. (This is for the freight cost compilation to arrive at the total cost per SFFAS # 6 – “Accounting for Property, Plant, and Equipment”).
- Acquisition Cost to Date (material cost to be calculated at the time materials are acquired and/or identified for use in the project)
 - Should include all costs needed to bring property to its intended use as described in SFFAS # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Fiscal Year Beginning and Ending Balance

f) Leasehold Improvement (LHI):

(1) General

(a) The contractor shall report all LHI identified as Government property in the custody of the contractor (including any LHI attached to any leased property assigned to subcontractors and grantees).

(b) The contractor shall report a complete cumulative inventory of LHI as of the required submission date.

SECTION F – DELIVERIES AND PERFORMANCE

(c) Property reports for LHI should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number of leased property that the LHI is related to.
- Contractor Accounting System Number
- Description
- Purchase Order/Subcontract No.
- Location
- Acquisition Date
- Life of the Lease
- Remaining years of the lease at LHI in service acquisition date
- Acquisition Cost
 - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Non-Commercial Freight Costs
- Weight/Square Footage (only if used to determine non-commercial freight costs)
- General & Administrative (G&A) and Overhead (OH) Costs
- Fiscal Year Beginning and Ending Balance
- Quarterly and Annual Depreciation Expense
- Accumulated Depreciation
- Net Book Value
- Approvals from NSF to transfer from CIP should be submitted with quarterly reports.
- A download of the contractor’s accounting system should be provided with quarterly property reports in order to reconcile CIP and LHI.
- All audit requests should be adhered to in a timely manner should be included.

(3) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be based on the remaining life of the lease to which the leasehold improvement is related. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

g) Business Process Narrative documents should be provided to explain reporting process:

- Documents should be reviewed and updated yearly to ensure that all documents reflect current processes.
- At a minimum separate documents should be created and maintained to explain the following processes:

SECTION F – DELIVERIES AND PERFORMANCE

- Deferred Maintenance valuation and reporting
- Compilation of Freight Cost Model
- Labor tracking and application to property
- Application of General and Administrative (G&A) and Overhead (OH) costs to property.
- Determination of useful lives and computation of depreciation
- Property Tracking Systems
 - How they are updated
 - Integration with NSF's and/or contractors other Financial Systems.
- Inventory Process
- NSF Approval Process
 - Disposals
 - Acquisitions
 - Transfers from Other
 - Transfers for CIP, WIP, LHI, etc.

h) The contractor shall submit electronic annual reports on real property using the Federal Real Property Profile (FRPP) system, operated by the General Services Administration. The deadline for this submission varies on an annual basis, but is generally during the month of December.

i) The contractor shall submit information regarding motor vehicle operations using the Federal Automotive Statistical Tool (FAST), operated by the General Services Administration. The deadline for this submission varies on an annual basis, but is generally during the month of December.

j) The contractor shall maintain electronic copies of all documentation associated with the transaction cycle for all capital equipment and real property. Data captured should be sufficient for audit purposes. The contractor may be asked to provide automated transfers of this information into an NSF property management system.

F.7 SCHEDULE OF CONTRACT DELIVERABLES

a) The following table identifies deliverables. Supplemental information on certain deliverables may be provided elsewhere in the contract. For example, Section F contains supplemental information to many reports as indicated above, i.e., Property Report information is located at F.6). Other deliverables may be required as developed by the APP and/or modification to the contract. Format for deliverables shall be developed by the contractor and approved by NSF. All deliverables will be Government property.

b) Originals, hard copies, and soft copies are designated in the table. All reports, publications, and documents submitted to the NSF in an electronic (soft copy) format shall be suitable for search and retrieval through electronic document management systems. Number of copies designated as "TBD" or "As applicable" shall be determined at a later date; however, there is a minimum requirement of at least one soft copy for all deliverables. Unless otherwise indicated to be submitted "by e-mail",

SECTION F – DELIVERIES AND PERFORMANCE

all softcopies shall be submitted to the applicable street address in Section F.7.c) on a labeled CD ROM (compatible with Word 2003 or Word 2007 or other current/compatible electronic version evolving over the contract performance and as mutually agreeable between NSF and the contractor). The label shall indicate the title of the report/item and date required by Section F deliverable.

c) Submit originals, hard and/or soft copies to the following addressee(s) as designated in the table:

1. CO: National Science Foundation
Division of Acquisition and Cooperative Agreements (DACs)
4201 Wilson Boulevard, Room 475
Arlington, VA 22230
ATTN: CO

2. COTR: National Science Foundation
Office of Polar Programs (OPP)/Division of Antarctic Infrastructure & Logistics (AIL)
Attn: COTR
4201 Wilson Boulevard, Suite 700
Arlington, VA 22230
E-mail: TBD

3. DFM: National Science Foundation
Division of Financial Management (DFM)
Accounting Operations Branch
4201 Wilson Boulevard, II-605
Arlington, VA 22230
ATTN: Branch Chief

4. DAS: National Science Foundation
Division of Administrative Services (DAS)
4201 Wilson Boulevard, Room 295
Arlington, VA 22230
ATTN: Property Administrator

| SCHEDULE OF CONTRACT DELIVERABLES | | | | | |
|--|----------------------------|---|--|-----------------------|--|
| Section F Item # | PWS cross-reference | Deliverable | Description | Due Date | Addressee and Number/type of copies |
| 001 | N/A (Transition) | GFP/GFE less than \$5,000 | Listing of GFP and GFE valued less than \$5,000 shall be developed during the transition in period by the incumbent contractor and ASC contractor. | 3/10/2012 | CO=1 hard & 1soft COTR=1 soft DAS=1 soft DFM=1 soft |
| 002 | N/A (Transition) | Annual Program Plan (APP) - For APP Period 1 (Apr 1, 2012 | A draft APP will be submitted during the transition-in no later than Jan 31, 2012. Negotiations and revisions will follow, with the contractor | 1/31/2012 & 3/15/2012 | CO= 1 orig hard &1 soft COTR=1 hard & 5 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | through Sep 30, 2012). | submitting a final APP by Mar 15, 2012. NSF will approve the APP by Mar 31, 2012. | | |
| 003 | 1.1.1.2.01-18 | Annual Program Plan (APP) – For APP Periods 2 -14 as applicable. | Except as stated above, the draft APP for the upcoming fiscal year will be delivered to NSF no later than 31 July of each year. Negotiations and revisions will follow, with the contractor submitting a final APP by 15 September. NSF will normally approve the APP by 30 September. | 7/31 & 9/15 of each year | CO=1 orig hard & 1 soft COTR=1 hard & 5 soft |
| 004 | 1.1.3.1.01-4 | Antarctic Treaty Information Report | By April 10th of each year the contractor will prepare draft sections of the annual Antarctic Treaty Report based on the operational and administrative records maintained by the contractor at NSF direction and also compile the information prescribed under Articles III and VII(5) of the Antarctic Treaty. http://www.nsf.gov/od/opp/antarct/treaty/tocplans0607.jsp | 4/10 of each year | COTR=2 soft |
| 005 | 1.3.1.5.04-6 | Antarctic Treaty Station Communications Information | USAP Telecommunications Information for International Antarctic Program Coordination. http://www.nsf.gov/od/opp/antarct/treaty/pdf/plans0607/attach_a_07.pdf | 9/10 of each year | COTR=2 soft |
| 006 | 1.1.1.2.01-5, 1.3.1.8.01-3, 1.3.4.1.03-4, 1.3.4.1.06-3, 1.4.1.2.02-2, 1.4.1.2.03-2, 1.4.1.2.07-2, 1.4.2.2.01-3, 1.4.2.2.02-3, 1.4.2.2.03-3 | Management, Standard Operating Procedures & Preventive Maintenance (PM) Manuals | The contractor will prepare Management, Standard Operating Procedures, and PM manuals as provided for in the PWS and submit these manuals to NSF for review and approval. NSF and the contractor will jointly determine the framework, primary content and development phases of the manuals. The contractor will prepare written policies and procedures for the management and operation of McMurdo, South Pole, and Palmer Stations; major and minor field camps; the research vessels; and the gateway facility in Christchurch, New Zealand. NSF and the contractor will meet periodically | Initial manuals due within 24 months of contract award; Updates annually thereafter on Oct 10th | COTR=2 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | | to review progress. After acceptance by NSF, the manuals will be reviewed annually by the contractor and as necessary, updated or revised to ensure accuracy. Updates/revisions will be submitted to NSF for review and approval before being incorporated. Manuals describing the management, operation and maintenance of Antarctic stations will be required. | | |
| 007 | 1.1.3.1.01-4 | Application for Master Permit | An existing master permit covering all waste management activities in Antarctica is transferable to the contractor with NSF's consent. The contractor will obtain the master permit, and is responsible for meeting all permit conditions, including submission of the "Annual Report for the USAP Master Permit." The report will be prepared pursuant to NSF Waste Regulations at 45 CFR Part 671. The next application for the Master Permit will cover the period Oct 1, 2009 through Sep 30, 2014. | Once every 5 years on Jun 30 th | COTR=2 soft |
| 008 | 1.1.3.1.01-4, 1.4.1.2.02-5, 1.4.1.2.03-5, 1.4.1.2.07-3 | Incident Reporting | The contractor will provide reports to the NSF of any significant events that take place in the USAP. The reporting and response time for incident reporting will vary based on the severity of the situation. Examples of "significant events" include but are not limited to: fire, fuel spills, medical emergencies, information security or privacy breach, aircraft mishaps and events, vessel mishaps and events, significant injuries or fatalities, occupational disease, public health incidents, property loss or damage in excess of \$5,000, Antarctic Conservation Act violations, and failures of critical station equipment with impact to operations. The contractor will provide a reporting and incident | As applicable | This is incident specific. |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | | notification protocol for review and approval by NSF within 3 months after contract award. | | |
| 009 | 1.1.1.4.01-4, 1.2.1.1.02-12, 1.2.2.4.02-4, 1.4.2.15.01-6 | Publications | The contractor will prepare, print, and update several quality handbooks which are primary USAP references. The handbooks include the USAP Participant Guide, Field Manual and Science Support Summary. Brochures include the USAP Brochure. The first two are revised as needed while the third and fourth are annual publications. NSF may also request the preparation and printing of other booklets and brochures appropriate for public dissemination. | As applicable | COTR or as assigned=As applicable |
| 010 | 1.1.1.4.01-5 | Internal Media Plan | The contractor will be responsible for "internal" media services as approved by NSF. These may include publication of an on-line USAP newspaper, the Antarctic Sun Times; creation of informational videos, brochures and guide books, and press releases. | As applicable | COTR=As applicable |
| 011 | 1.1.1.3.01-3 | Project Planning Records | The contractor will maintain a database of engineering project planning that exists in the varying stages of the systems engineering life cycle, to include: proposal, feasibility, pre-definition, definition, capital planning, implementation, and test/acceptance. The contractor will use a standard and consistent format for all engineering plans. The contractor will make this information available to NSF as required and in formats suitable to NSF. | As applicable | COTR=As applicable |
| 012 | 1.4.3.2.01-4, 1.4.3.2.01-8 | Drawings | Produce as-built drawings that accurately reflect new construction as well as renovations or modifications to existing buildings. The contractor will maintain current plans for all NSF-owned facilities and will furnish copies to the Government in either electronic or hardcopy format on request. | As applicable | COTR=As applicable |

SECTION F – DELIVERIES AND PERFORMANCE

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| 013 | 1.1.1.2.01-22 | Monthly Operations Report | The contractor will produce a monthly report summarizing operational activities at McMurdo, Palmer, and South Pole Stations. | 10 th of every month | CO=1 hard & 1 soft COTR=10 soft |
| 014 | 1.1.4.1.01-4 | Monthly Financial Report | This report will provide budget and financial information for each area of the contractor's WBS structure that is detailed in the APP and agreed to by NSF and the contractor. | 10 th of every month | CO=1 hard & 1 soft COTR=10 soft DFM=1 soft |
| 015 | 1.1.1.2.01-23 | Quarterly Technical Reports | The contractor shall prepare and furnish copies of a quarterly technical report detailing for the preceding contract quarter (i.e., October through December, January through March, etc.) to include the following: (1) The contractor's success in meeting or exceeding the performance goals defined in the contract, and other performance measurements that may be required by the APP or in other correspondence from the CO (including data required by this contract, the APP, or other document to support the contractor's performance claims); (2) Status of all major events and activities identified in this contract, the APP, and other correspondence from the CO; (3) Summary of all work performed during the reporting period, including problems encountered, future plans and actions required of the Government; (4) A financial summary of the past three monthly financial reports required by F.4.1. This report shall provide budget and financial information for each area of the contractor's Work Breakdown Structure that is detailed in the APP and agreed to by NSF and the contractor. In addition, each report will include a summary of all NSF approved changes to the APP since the beginning of the fiscal year and detail any reprogramming of funds that | Quarterly on Jan 10 th , April 10 th , July 10 th , & Oct 10 th | CO=1 hard & 1 soft COTR=1 hard & 10 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | | have occurred since the beginning of the fiscal year, either as performed under contractor's authority or as directed by NSF . | | |
| 016 | 1.1.3.1.01-4 | Annual report for the USAP master permit | Pursuant to the NSF Waste Regulations, the contractor will submit an "Annual Report for the USAP Master Permit." | Annually on Jun 30 th | COTR=2 soft |
| 017 | 1.1.2.1.02-5 | Annual report of the status of health care in Antarctica | The contractor will provide an annual report on the status and provision of medical services and health care in the USAP. | Annually on Oct 10 th | COTR=2 soft |
| 018 | 1.1.1.2.01-24, 1.1.3.1.01-4, 1.4.1.3.01-1, 1.4.1.3.03-1, 1.4.1.3.04-1, | Weekly Station Reports | Format and content will be determined during the transition-in period unless otherwise specified. | Friday of every week starting 4/30/2012 | COTR=2 soft |
| 019 | 1.1.3.1.01-8 | Spill Prevention Control and Counter-measure (SPCC) Plans | The contractor will provide SPCC plans which adequately address conditions at all USAP locations. | Annually on Oct 10 th | CO=1 soft COTR=2 soft |
| 020 | N/A (Transition) | State and Local Taxes | The contractor shall provide an assessment (made by knowledgeable contractor personnel) of the available tax exemptions for state and local tax that may be applicable to purchases under this contract. (IAW Section H.9) | Within 30 days of due date of Sub CLIN 0001.A | CO=1 hard & 1 soft COTR=1 soft DFM=1 soft |
| 021 | 1.1.4.1.01-18 | Agreements granting access to confidential or proprietary information | The contractor will provide reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the contractor with such information or data. | Annually on Oct 10 | CO= 1 hard and 1 soft COTR=1 soft |
| 022 | N/A (Transition) | Associate Contractor Agreements | The contractor will provide all Associate Contractor Agreements (ACA) for review before execution of the document by the cooperating associate contractors. | 3 months after contract award and thereafter IAW Section H.16 | CO=1 original hard & 1 soft COTR=1 soft |
| 023 | N/A (Transition) | Insurance Certifications or Written Statement | The contractor will provide a certificate or written statement of the required insurance as identified in Section H.18.b. | Prior to start of the contract | CO=1 hard & 1 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | indicating compliance with insurance coverage(s) as listed in H.18.b). | | | |
| 024 | N/A (Transition) | Redacted Copies of Contract | Redacted copies of the contract shall be suitable for release by the Government under Freedom of Information Act (FOIA) and shall be submitted in a Section 508 compliant PDF document. | 10 days after contract award | CO=1 hard & 1 soft |
| 025 | 1.3.2.1.01-6 (Transition) | Annual Security Awareness Training Report for the USAP | The contractor will provide out-processing procedures that ensure accomplishment of the actions identified in Section H.29. | Annually on Oct 10 th | COTR=2 soft |
| 026 | 1.1.1.2.01-25 | List of all personnel positions subject to security screening | The contractor will provide a list of all personnel positions subject to security screening. | 30 days after contract award | CO=1 hard & 1 soft |
| 027 | 1.1.4.1.01-28 | Property Report | IAW F.6 and other contract requirements. | Quarterly On Jan 10 th , Apr 10 th , Jul 10 th , & Oct 10 th | CO=1 hard & 1 soft COTR=1 soft DFM=1 soft DAS=1 soft |
| 028 | 1.1.4.1.01-5 | Quarterly Expense Report | IAW F.4.3 and other contract requirements. | Quarterly on Jan 10 th , April 10 th , July 10 th , & Oct 10 th | CO=1 hard & 1 soft COTR=10 soft DFM=1 soft |
| 029 | N/A | Reserved | | | |
| 030 | 1.1.4.1.01-30 | Federal Real Property Profile (FRPP) | The contractor will use the Federal Real Property Profile (FRPP) electronic data system to submit annual electronic reports of all Government-owned real property. | Annually on Oct 10 th | n/a |
| 031 | 1.1.4.1.01-31 | Federal Automotive Statistical Tool (FAST) | The contractor will use the Federal Automotive Statistical Tool (FAST) to submit reports of motor vehicle usage. | Annually on Oct 10 th | n/a |
| 032 Best Practices in IT Service | 1.3.1.4.02-1 (Transition) | a. IT&C Systems Engineering Maturity Evaluation | CMMI maturity assessment Contractor Systems Engineering Management Process Report - Benchmarking Results of Contractor Process Maturity against CMMI v1.2 or following. | 120 days after contract award, thereafter every three years on Oct 10 th | COTR=2 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| 1.3.1.1.01-7 | b. IT Service Management Maturity Evaluation | ITIL v2 (or later) Process Maturity Framework and CobIT (v4 or later) Governance Maturity Model assessments of Contractor's IT service management and governance processes (at contract award, and every 3 years); inclusive of Validation/verification of credentials of organization used for maturity assessments. | 120 days after contract award, thereafter every three years on Oct 10 | COTR=2 soft |
| 1.3.1.1.01-8 | c. IT Service Management Process | Contractor's IT Services Management procedures, with annual updates as warranted by the Contractor's change management process. | Required before 4/1/2012, thereafter every Oct 10 annually or as required | COTR=2 soft |
| 1.3.1.5.02-3 | d. IT&C Service Catalog | Service Catalog used to define specific IT&C technical and professional services provided to the USAP participant community, to include quality metrics. Describes the customer service interface (process, principles, guidelines, commitments, and related) for the delivery and management of Service Catalog technical services and Service Level Agreements used to manage USAP program customers. | Working draft required 60 days after contract award; final required within 180 days of working draft delivery due date | COTR=2 soft |
| 1.3.2.2.01-5 | e. Enterprise Architecture Documentation | Enterprise Architecture documentation, reflecting actual architecture produced and sustained. | Annually on Oct 10 | COTR=2 soft |
| 1.3.2.2.01-7 | f. Enterprise Architecture Management Plan | Process used by the contractor to develop and sustain the Enterprise Architecture. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
| 1.3.2.2.01-8 | g. Enterprise Architecture Technical Standards | Technical & architectural standards that are used in governance of the IT&C program. | Working draft required before 4/1/2012; final required | COTR=2 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | | | before 4/1/2013; updates as required | |
| 033 Technology Management and Refresh | 1.3.2.2.01-10 | a. Lifecycle Management Plan | Systems lifecycle management plan for all systems supporting mission essential/critical activities; incorporates scope for Enterprise IT&C Technology Refresh Plan. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
| | 1.3.1.5.02-5 | b. Operational Performance Metrics | Summary reports presenting operational performance data, derived from the Contractor's Service Support and Service Delivery processes, for select IT&C infrastructure and services; scope and format to be negotiated with the Government. | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
| | 1.3.2.2.01-16 | c. Technology Trends Assessment | Technology Trends Assessments - evaluation of market-place developments in key technologies that are used in significant USAP IT&C systems or have potential for significant impact and development of recommended courses of action for IT&C strategic and tactical planning. | Annually on Oct 10 | COTR=2 soft |
| | 1.3.1.2.04-1 | d. CONUS IT&C Test and Evaluation Process | Continental United States (CONUS) test/development/IVV infrastructure, i.e (1) Description of capabilities, and (2) Description of how the capabilities are integrated into the contractor's services framework, along with a case study as a concrete example to illustrate. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
| | 1.3.4.1.01-32 | e. Antarctic Station Telecommunic | The plan shall include the contractor's plan to formally manage Antarctic station | Oct 10 of year following | COTR=2 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | ations Cable Management Plan | telecommunications cable systems (outside plant and inside plant). Contractor shall make available for inspection, on-demand, an electronic copy of the cable management data base (data and application software) used for administering the plan. Non proprietary, exportable. | contract award; updates as required | |
| 034 Management, Governance and Engineering | 1.3.1.1.01-6 (Transition) | a. IT&C Acquisition Plan | IT&C Technology Acquisition Decision Procedures (includes Justification and Authorization protocol). | Required before 4/1/2012; updates as required | COTR=2 soft |
| | 1.3.1.5.02-6 | b. IT&C Standard Operating Procedures | Standard Operating Procedures. | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
| | 1.3.1.2.02-2 | c. IT&C Configuration Management Plan | Configuration Management Plan for major IT&C systems, esp. those representing the FISMA inventory, components within of a Certification and Accreditation boundary, or high-impact mission support systems. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
| | 1.3.2.2.01-11 1.3.2.2.01-15 1.3.2.2.01-16 | d. IT&C Enterprise Strategic Plan | IT&C program management process that describes: Strategic planning process, long range roadmap development process using strategic plan, architecture management process, IT&C capital planning process. | Initial draft required before 4/1/2013; final of initial release required 90 days following government review/comment of initial draft; | COTR=2 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | | | updates as required | |
| 1.3.1.6-4 | e. IPv6 Transition Plan | IPv6 compliance strategy and implementation plan to address OMB direction. | | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
| 1.3.1.5.02-4 | f. IT&C Maintenance Management Plan | Master plan for maintenance management of all USAP IT&C systems. Potential components could include Integrated Logistics Support Plans (ILSPs) for specific systems, concept for maintenance, sustaining engineering process and protocols, etc. | | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
| 1.3.1.5.01-6 | g. Customer Training Plan | Training plan, curricula and materials, with annual updates as warranted by the contractor's change management processes that address User Services Training, e.g., field party communications equipment, field party computing/network services, special applications, etc. | | Working concept required 120 days after contract award; final required 30 days prior to beginning next USAP annual training cycle (begins approximately on August 1); updates as required | COTR=2 soft |
| 1.3.1.8.01-15 | h. USAP On-Line Telephone Directory | On-line USAP enterprise wide telephone directory, with continual updates as required; password protected as required; accessible via www.usap.gov . | | Required before 4/1/2012; updates as required | COTR=2 soft |
| 1.3.1.4.02-4 | i. Legacy Systems | Legacy Enterprise Business Applications Phase-out/ | | Initial concept | COTR=2 soft |

SECTION F – DELIVERIES AND PERFORMANCE

| | | | | | |
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| | | Phase-out Plan | Replacement Analysis/ Recommendations/ Action plan and recommendations. | required 60 days after contract award; government approved final required 30 days prior to proposed start of phase-out | |
| | 1.3.1.2.04-2 | j. Test Equipment Plan | Test equipment calibration plan. | Working draft required 4/1/2012; final required 4/1/2013 ; updates as required | COTR=2 soft |
| 035 Information Assurance | 1.3.2.1.01-2 (Transition) | a. IS/IA Procedures | Contractor Information Security/Assurance Procedures. | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
| | 1.3.2.1.01-2 (Transition) | b. Enterprise IT&C IS/IA Plan | Enterprise IT&C Information Security/Assurance Plan (master plan, per FISMA and NIST). | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
| | 1.3.2.1.01-2 (Transition) | c. IS/IA Annual Work Plan | Document - Information Security/Assurance Annual Work Plan. | Working draft required 90 days after | COTR=2 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | | | contract awrd; final required concurrent with first full year program plan submission following working draft submittal; updates as required | |
| 1.3.2.1.01-2 (Transition) | d. Information Security Management Documentation | Certification and Accreditation Packages, System Security Plans (SSPs), Contingency Plans (CPs), and Disaster Recovery Plans (DR Plans) for all Major Applications (MAs) and General Support Systems (GSS) (per paragraph H.29.f.). | Working draft required 90 days after contract award; final required within 180 days of working draft delivery due date | COTR=2 soft | |
| 1.3.2.1.01-2 (Transition) | e. IS/IA Security Posture Reports | Reports - On-Demand, Weekly, Monthly, Quarterly, and Annual security posture reports as specified in the "USAP Information Security/Assurance Reporting Guidance" Government document. | As noted in description column. | COTR=2 soft | |
| 1.3.2.1.01-2 (Transition) | f. Personnel Positions for IT Access Screening | List of all contractor personnel positions requiring IT systems access screening per NSF logical access criteria. Following initial list at contract award, submissions are on as-required basis as new personnel are added to the contract that require IT systems/services access. | Interim required 30 days after contract award; final required 60 days after contract award; updates as required | COTR=2 soft | |
| 1.3.2.1.01-2 (Transition) | g. USAP Information Security Annual Awareness Training Plan | USAP-unique content in the type/format required for interface to Government directed Awareness Training shared services providers, with annual updates as required to meet USAP program requirements or Federal guidance | Working concept required 120 days after contract award; final required 30 days prior to | COTR=2 soft | |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | | | beginning of next USAP annual training cycle (begins approximately on August 1); updates as required | |
| 036 Station/Theater Radio and Mobile Communications | 1.3.4.2.04-3 | a. Navy Media Center Annual Report | Annual reports per specification of NSF-Navy Media Center MOA. | Annually per Navy Media Center reporting requirements | COTR=2 soft |
| | 1.3.4.1.01-11 | b. Radio Communications Service Plan | HF radio services plan that includes operating procedures and on-going training programs that facilitate the unique skills required for high frequency (HF) radio communications in the polar regions. | 360 days after contract award, updates Oct 10 annually thereafter | COTR=2 soft |
| | 1.3.4.1.01-21 | c. IRIDIUM Mobile Satellite Service Plan | Annual resource demand, resource allocation, and budget forecasts in support of USAP Iridium satellite communications services obtained from DISA. | 360 days after contract award, updates Oct 10 annually thereafter | COTR=2 soft |
| | 1.3.1.5.04-7 | d. Service Management Plan | Service Management Plan for field activity communications equipment outfitting/provisioning. | 360 days after contract award, updates Oct 10 annually thereafter | COTR=2 soft |
| | 1.3.4.1.01-3 | e. Radio Operations Center Management Plan | Radio Operations Management Plan for Antarctic radio operations/dispatch centers (examples: compliance approach to constraints, network control protocols/procedures, call logging procedures, audio recording/archive procedures, etc.). | 360 days after contract award, updates Oct 10 annually thereafter | COTR=2 soft |
| 037 | N/A (Transition) | Copy of Transmittal Letter (with attachments) from the | Contractor must show that applicable CAS compliant documentation has been prepared and presented to the CFA for review and approval. | Within 2 months of the transition-in start date | CO=1 hard & 1soft COTR=1 soft |

SECTION F – DELIVERIES AND PERFORMANCE

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| | | contractor to Cognizant Federal Agency (CFA) | | | |
| 038 | N/A (Transition) | Copy of Letter from CFA to the contractor | Content of the letter is required to indicate CFA final approval and adequacy of the contractor's relevant business systems. | Within 4 months of the transition-in start date | CO=1 hard & 1soft COTR=1 soft |
| 039 | N/A (Transition) | IBTS | Integrated Baseline Transition Schedule to be used at IBR meeting within 21 days of contract award | Within 15 calendar days of contract award | CO=1 hard & 1 soft COTR=1 soft |
| 040 | N/A (Transition) | Status Briefing | Transition-In Status Briefing every Tuesday | Each Tuesday during Transition-in | COTR= 1 soft copy by email |
| 041 | N/A (Transition) | Employee Relations and Communications Plan | To reduce loss of staff capability and services during contract implementation | Within 30 days of contract award | COTR = 1 soft; 1 hard |
| 042 | N/A (Transition) | Staffing Risk Mitigation Plan | To reduce loss of staff capability and services during contract implementation | Within 30 days of contract award | COTR = 1 soft; 1 hard |
| 043 | N/A (Transition) | Weekly Contractor Hiring Status Report | Inform Government of staffing issues and mitigation strategies | Every Tuesday | COTR= 1 soft copy by email |

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 INVOICE REQUIREMENTS

Invoices shall be submitted in accordance with FAR 52.216-7, Allowable Cost and Payment and G.2 INVOICE SUBMISSION. Invoicing for the Transition-in FFP SubCLIN 0001.A shall only be submitted at completion.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract Number or other authorization for delivery of property or services.
- (3) Description, price, and quantity of property and services actually delivered or rendered. Where applicable include Section F.7 Item Number(s) which were performed and/or delivered.
- (4) Shipping and payment terms, and such other substantiating documentation or information as required by the contract.
- (5) Name, title, telephone number, and complete mailing address of responsible official (where practicable) and company name where electronic payment (wire transfer) will be sent (see G.3 METHOD OF PAYMENT for additional requirements for wire transfers).
- (6) Invoices should be consistent with acceptable commercial formats. Invoice format will be subject to approval by the CO.

G.2 INVOICE SUBMISSION

- a) One original invoice shall be submitted to the following address:

National Science Foundation
DFM
Commercial Cash Management Section
4201 Wilson Boulevard, Suite II-605
Arlington VA 22230
Phone: (703) 292-8280

- b) The contractor shall also submit one copy of each invoice and all supporting documentation to the CO and the COTR as follows:

National Science Foundation

SECTION G – CONTRACT ADMINISTRATION DATA

Office of Polar Programs (OPP)/Division of Antarctic Infrastructure & Logistics
(AIL)

Attn: COTR
4201 Wilson Boulevard, Suite 700
Arlington VA 22230

National Science Foundation
Division of Acquisition and Cooperative Support (DACS)
Attn: Contracting Officer
4201 Wilson Boulevard, Suite 475
Arlington VA 22230

- c) All invoice(s) shall be submitted in hard-copy format only.
- d) The CO will determine the need for approval of invoices on a provisional basis. For any approved provisional payments, the Government reserves the right to review and take exception to any costs and, if necessary, to offset future payments in accordance with the FAR.

G.3 METHOD OF PAYMENT

a) Payments under this contract will be made by wire transfer through the Treasury Financial Communications System.

b) The contractor shall forward the following information in writing to the CO not later than 7 days after receipt of notice of award and shall also include this information in the Central Contractor Registration (CCR) database:

(1) Company name and full name (where practicable), title, telephone number, and complete mailing address of responsible official(s):

(i) To whom wire transfer is to be sent, and

(ii) Who may be contacted concerning the bank account information requested below.

(2) The following bank account information is required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System).

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

SECTION G – CONTRACT ADMINISTRATION DATA

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(a) Address and telegraphic abbreviation of the correspondent financial institution.

(b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

- c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the CO in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.
- d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the contractor's official authorized to provide it, as well as the contractor's name and contract number.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL DESIGNATION (Sep 2008)

a) The individuals listed below are minimum key personnel considered essential to the performance of work for this contract:

Project Director
Deputy Director or Chief Operating Officer
Department or Division Directors
Chief Information Officer (CIO)

b) The following requirements apply to all key personnel:

(1) The contractor shall provide written notification for replacement of any key personnel to the COTR and CO. The COTR shall review and provide recommendation to the CO. The CO shall provide final approval for all key personnel.

(2) Requests for replacement shall include a detailed resume containing a description of position duties and qualifications, as well as information about the qualifications of the individual(s) proposed.

(3) Contractor proposed replacement of any key personnel shall be submitted 30 days in advance with written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the USAP. Exceptions to the “30 days in advance” requirement shall be approved by the CO on a case-by-case basis.

H.2 REPLACEMENT OF PERSONNEL – CONTRACTOR PERSONNEL CONDUCT (May 2008)

a) The contractor shall be responsible for the furnishing of personnel fully qualified to perform the services as provided for in this contract. As a designated representative of the contractor, contractor personnel are expected to perform and act in a professional manner at all times and to present themselves in such a manner that their activities and demeanor reflect credit on themselves, their employer, and the NSF. Each employee shall be required to execute NSF Form 1457, “Important Notice for Participants in the United States Antarctic Program.” The contractor shall be fully responsible for the actions of contractor employees during this contract’s period of performance.

b) Performance of contract services will involve work and/or residence on Government and other national Antarctic program facilities. The contractor’s and subcontractor’s employees are an integral element of this project. As a team member, cooperation, within the scope of this contract, is essential to successful completion of work. If it is determined by the COTR or the designated NSF Representative(s),

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Antarctica, that a contractor's employee(s), including subcontractor employee(s) (that are not key personnel) is performing ineffectively, refuses to cooperate in the fulfillment of the project objectives, is unable or unwilling to adapt to living conditions, or whose general performance is unsatisfactory or otherwise disruptive, then the contractor shall be notified in writing of the circumstances and may be afforded an opportunity to take corrective action or may be directed to replace the unacceptable employee, within a mutually agreeable time period.

H.3 MEDICAL AND DENTAL QUALIFICATION OF CONTRACTOR PERSONNEL (Sep 2008– Antarctica Activities Only)

Persons traveling to Antarctica under sponsorship of the USAP are subject to medical evaluation and medical clearance to determine whether the individual is physically qualified for deployment to Antarctica (refer to 45 CFR 675.1 - 675.4). Medical and dental criteria (and for personnel anticipating to remain in Antarctica during the austral winter period, an assessment of psychological adaptability to isolation) are enumerated in the Medical Screening Guidelines for the USAP. The contractor shall ensure that contractor personnel (including subcontractors) traveling to Antarctica have been determined to have met those criteria, or that a formal determination has been made by the Government to waive specific aspects of those medical requirements in individual cases. The contractor may choose to impose additional medical criteria on their staff as a matter of corporate policy, but those criteria shall be considered independent of the USAP medical clearance process.

H.4 AWARD OF CONTRACT TO U.S. FIRMS AND CITIZENS ONLY (Sep 2008)

Award of Contract to U.S. Firms and Citizens Only -- The U.S. Firm awarded this contract shall employ only U.S. citizens in performance of this contract. Any teaming through subcontracting must be between U.S. Firms. "U.S. Firm" is defined as an organization which is incorporated and located within the United States of America. Additionally, all personnel performing work being reimbursed to the contractor as a direct cost, or by the contractor to its affiliates, consultants, or subcontractors as a direct cost under any sub-agreement, must be U.S. citizens. The exceptions to the above are for (i) approved host country activities in New Zealand, Chile, Argentina, and other countries from which the USAP operates from time-to-time; (ii) maintenance, testing and calibration services, and (iii) other activities as approved by the CO.

H.5 ASSIGNMENT OF SUBCONTRACTS (Sep 2008)

The contractor shall ensure all subcontracts awarded by the contractor for which the cost of the subcontract is being reimbursed to the contractor as a direct cost under this contract (regardless of subcontract type, or property and/or services being acquired) shall be assignable to any successor contractor selected by NSF, at the discretion of the CO.

**H.6 NSF SYSTEMS SUBJECT TO PRIVACY ACT of 1974 RESTRICTIONS
(May 2008)**

Performance of work by the contractor requires access to and operation of the following, NSF systems of record:

- NSF-19 Medical Examination Records for Service in the Polar Regions.
- NSF-36 Personnel Tracking System (Antarctic).
- NSF-56 Antarctic Conservation Act Files.
- NSF-60 Antarctica Service Medals.
- NSF-61 Diving Safety Records (Polar Regions).
- NSF-62 Radiation Safety Records (Polar Regions).
- NSF-63 Accident and Injury Reports (Antarctic).

These systems of record are subject to the requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and applicable NSF regulations and policy governing their use.

**H.7 ACCESS TO SENSITIVE, CONFIDENTIAL, PROPRIETARY INFORMATION
(May 2008)**

a) To the extent that the work under this contract requires that the contractor be given access to or be furnished with sensitive, confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as sensitive, confidential or proprietary, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, the contractor shall, after receipt thereof, treat such information in confidence and agrees to use such information only for the purposes of performing the services specified in this contract, not to appropriate such information for its own use or to improve its own competitive position in another procurement or to disclose such information to third parties unless specifically authorized in writing by the CO. The foregoing obligations also include scientific data or confidential research proposal information (whether or not marked) submitted to NSF and provided to the contractor to facilitate the assessment of operational feasibility of field research activities. The foregoing obligations, however, shall not apply to:

- (1) Information or data which is in the public domain at the time of receipt by the contractor;
- (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the contractor;
- (3) Information or data which the contractor can demonstrate was already in its possession at the time of receipt thereof; or
- (4) Information or data which the contractor can demonstrate was received by it from a third party that did not require the contractor to treat it in confidence.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

b) The contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the contractor under this contract, and (2) to supply a copy of such agreement to the CO. Upon request of the CO, the contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the contractor with such information or data.

c) The contractor agrees to train employees who may require access to the above described information about their obligations to use it only to perform the services specified in this contract. The contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing contractor-employee agreement, upon request of the CO, the contractor agrees to obtain from each employee a confidentiality agreement acceptable to the CO. The contractor agrees to administer a monitoring process to ensure that employees comply with all reasonable security procedures.

d) The contractor is required, in the performance of this contract, to keep the information furnished by the Government and designated by the CO or COTR in the strictest confidence. The contractor is also required not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work provided herein, i.e. on a "need to know" basis. The contractor agrees to immediately notify the CO or COTR in writing in the event that the contractor determines or has reason to suspect a breach of this requirement and to implement any necessary corrective action. The contractor may not disclose any such sensitive information to any persons or individuals without prior written approval from the CO or COTR.

e) This clause shall be included in any subcontract or consultant agreement under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

f) The nature of the work under this contract may subject the contractor and its employees to laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of Government contracts. Unauthorized uses or disclosures of sensitive, confidential or proprietary information may result in termination of this contract for default, or in debarment of the contractor for serious misconduct affecting present responsibility as a Government contractor.

H.8 LIMITATION ON CONTRACTOR DESIGN-BUILD ACTIVITIES (May 2008)

Unless otherwise authorized by the CO, the contractor shall not perform design-build work, as defined in FAR 36.102, on any single construction project with an estimated cost of \$1,000,000 or greater.

H.9 STATE AND LOCAL SALES TAXES (May 2008)

To perform this contract, the contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in of themselves provide tax immunity to the contractor. Therefore, in accordance with the delivery due date in Section F.7, Item 020, the contractor shall provide an assessment (made by knowledgeable contractor personnel) of the available tax exemptions for state and local tax that may be applicable to purchases under this contract.

H.10 (LIMITED) RELEASE OF CONTRACTOR'S COMMERCIAL OR FINANCIAL INFORMATION (COFI) (May 2008)

a) NSF may find it necessary to release information submitted by the contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NSF. Business information that would ordinarily be entitled to confidential treatment under the Freedom of Information Act (5 U.S.C. § 552 (b)(4)) may be included in the information released to these individuals. Accordingly, by signature on this contract or other contracts, the contractor hereby consents to a limited release of this information.

b) Possible circumstances where NSF may release the contractor's COFI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both pre-award and post-award audit support and specialized technical support to NSF's technical evaluation panels;

(2) To NSF contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

c) NSF recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NSF will permit the limited release of COFI under subparagraphs b)(1) or b)(2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the COFI to perform the assisting contract.

d) NSF's responsibilities under the Freedom of Information Act are not affected by this clause.

e) The contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of COFI by a subcontractor.

H.11 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE (May 2008)

a) The Government, from time to time, may make certain software acquired under license available to the contractor for its use in the performance of this contract.

b) The contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

c) The contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the contractor.

d) The contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the contractor has reason to believe that its use of Government furnished software may involve or result in a violation of NSF's licensing agreement, the contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the contractor shall continue to perform to the full extent possible without using the software in question.

e) Paragraphs a) through d) of this clause shall flow down to all subcontracts.

H.12 RESERVED

H.13 ORGANIZATIONAL CONFLICT OF INTEREST (May 2008)

a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.

b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the CO immediately. This disclosure shall include a description of actions which the

SECTION H – SPECIAL CONTRACT REQUIREMENTS

contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

c) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

d) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

e) The contractor will be required to warrant that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest as defined in FAR 2.101 and FAR Subpart 9.5.

f) Undisclosed Organizational Conflicts of Interest will be grounds for Termination for Default.

H.14 GOVERNMENT FURNISHED OFFICE SPACE, FURNISHINGS, AND SERVICES

a) The Government will furnish, at no cost to the contractor, the necessary office space, utilities, telephone service, general purpose office equipment, and office furniture for its personnel assigned to work under this contract at Government locations in Antarctica and at operating locations in New Zealand and South America.

b) The Government will furnish the following items and services:

(1) Transportation of material and equipment between the U.S. receiving and distribution point and all USAP operating locations, to include Christchurch, New Zealand, Punta Arenas, Chile, and all sites of operation in Antarctica.

(2) Air transportation of the contractor's personnel between Christchurch, New Zealand and McMurdo Station, as well as air transport between McMurdo Station and research sites within Antarctica (excluding Palmer Station).

(3) Government transportation includes but is not limited to the following:

(i) One ice-strengthened annual re-supply vessel capable of carrying containerized and bulk cargo and other freight between the United States, Port Lyttleton, New Zealand, and McMurdo Station, Antarctica. The Government will also provide stevedoring services for operations at McMurdo Station, Antarctica.

(ii) One ice-strengthened tanker capable of carrying fuel from its acquisition point to McMurdo Station, Antarctica.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(iii) Ice breaking services to create a shipping channel for vessel access to McMurdo Station, Antarctica.

(iv) Light and medium lift helicopter services for transportation of personnel and cargo within the general vicinity of McMurdo Station, or other designated sites in Antarctica.

(v) A combination of fixed wing aviation services, to include C-17 and LC-130 aircraft operated by the USAF and the Air National Guard, to provide heavy airlift services between New Zealand, McMurdo Station, and field research locations within Antarctica.

(vi) Basler Turbo BT-67 and DHC-6 DeHavilland Twin Otter aircraft services for airborne research and transportation of personnel and cargo between field locations within Antarctica.

(4) The Government will supply bulk fuel at no charge to the contractor at McMurdo and South Pole Station, Antarctica.

(5) The Government will provide supplemental labor for cargo handling and passenger processing through international agreements with the New Zealand Government. The New Zealand Defense Forces (NZDF) will provide terminal operations personnel to supplement seasonal cargo operations in Christchurch, New Zealand, as well as provide driver and stevedoring support for annual re-supply vessel operations at McMurdo Station, Antarctica.

(6) The Government will furnish weather forecasting services in Antarctica.

H.15 CONTRACTOR'S ON-SITE MANAGER(S) (May 2008)

For work performed at Port Hueneme, CA; Christchurch, NZ; McMurdo Station; Amundsen-Scott South Pole Station; Palmer Station; on board research and other vessels; and at other locations identified by NSF, the contractor shall designate an on-site manager, with full authority to receive instruction and act on the contractor's behalf. This authority need not include the authority to bind the contractor contractually. However, the individuals shall have knowledge of the duties and responsibilities of the Government personnel identified herein. These individuals may be working managers. In addition, unless otherwise authorized by the Government, the contractor shall designate an alternate on-site manager to function in the place of the on-site manager in his/her absence. The on-site manager or his/her alternate shall be on site at all times when contractor employees are performing work at the designated sites.

H.16 ASSOCIATE CONTRACTOR AGREEMENTS (Sep 2008)

a) The contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation (with contractors under other NSF contracts) in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise,

SECTION H – SPECIAL CONTRACT REQUIREMENTS

and/or resources essential to the integration of the ASC which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate contractors are listed in paragraph h) below.

- b) ACAs shall include the following general information:
- (1) Identify the associate contractors and their relationships.
 - (2) Identify the program involved and the relevant Government contracts of the associate contractors.
 - (3) Describe the associate contractor interfaces by general subject matter.
 - (4) Specify the categories of information to be exchanged or support to be provided.
 - (5) Include the expiration date (or event) of the ACA.
 - (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

c) A copy of such agreement shall be provided to the CO for review before execution of the document by the cooperating associate contractors. Initial ACAs should be in place 3 months after contract award. Subsequent ACAs required during contract performance shall be accomplished within 3 months of written notification from the CO to the contractor.

d) Nothing in the foregoing shall affect compliance with the requirements of the Organizational Conflict of Interest clause.

e) The contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

h) The following are “associate contractors” with whom agreements are required:

| <u>Associate Contractor/Address</u> | <u>Contract Number and Description</u> |
|--|---|
| Kenn-Borek Air Ltd. 290 McTavish Road, N.E. Calgary, Alberta, Canada T2E 7G5 | D11PC30340 Medium-Lift Fixed Wing Flight Services |
| PHI, Inc. 2001 S. E. Evangeline Thruway Lafayette, LA 70508 | OPP-0634685 Helicopter Flight Services |

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Air New Zealand Engineering Services LTD
P.O. Box 14005
Christchurch, New Zealand

PRS-06-12746
LC-130 Planned Depot Maintenance
and Drop-In Repair

LJT & Associates, Inc.
9881 Broken Land Parkway, Suite 400
Columbia, MD 21046-3025

NSFDACS11D1295
Engineering & Technical Support
to USAP

H.17 CONTRACTOR EMPLOYEE AND TRAINING REQUIREMENTS (Sep 2008)

a) The contractor shall provide necessary personnel to accomplish all work identified in the PWS. Any training that can be accomplished outside the Antarctic must be done so.

b) The contractor shall provide personnel with the necessary licenses, certifications, training, experience levels and security clearances that are required, including Federal, State, and local laws and regulations prior to being employed under the ASC. These licenses, certifications and the like should reflect expertise to support the contractor's technical/management approach for the ASC requirement.

c) The Government may consider funding of contractor training only for Government-unique systems pertinent to the ASC. All requests for training at Government's expense shall be submitted to the COTR for approval or disapproval prior to the training. Allowability of training costs in question will be determined on a case-by-case basis by the CO.

d) The contractor shall be responsible for all costs including labor hours associated with the equivalent training of replacement personnel when contractor personnel who have received Government-funded training leave and are replaced. The contractor shall train replacement personnel for seamless support of services under this contract. The training shall be provided within one month of employee's arrival under the ASC.

e) Each person shall be required to appropriately identify themselves as contractor employees in all e-mails, written correspondence, telephone conversations, and meetings.

H.18 INSURANCE REQUIREMENTS (Sep 2008)

(a) (1) Except as provided in subparagraph (2) immediately following, or in paragraph (h) of this clause (if the clause has a paragraph (h), the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be set forth in the provisions of this contract and be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall be reimbursed

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor; or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the "Limitation of Cost" or the "Limitation of Funds" clause of this contract.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract:

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of

(i) All or substantially all of the Contractor's business;

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- (ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
 - (iii) A separate or complete major industrial operation in connection with performance of this contract.
- (f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.
- (g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall
- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.
 - (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 - (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.
- (h) The Contractor warrants that insurance coverage (currently in force) exists in the following areas and in amounts not less than those specified below:

| <u>Type Insurance</u> | <u>Per Person</u> | <u>Property</u> | <u>Coverage Per Accident</u> |
|---|-------------------|-----------------|------------------------------|
| 1. Comprehensive General Liability | \$500,000 | \$500,000 | \$1,500,000 |
| 2. Automobile | \$500,000 | \$500,000 | \$1,000,000 |
| 3. A supplemental umbrella policy for \$5,000,000. | | | |
| 4. Workman's Compensation - As required by law at the job site. | | | |

The Comprehensive general and automobile 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."

SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance evidencing the above coverage.

The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.

The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.

H.19 EMERGENCY MEDICAL TREATMENT (May 2008– Antarctica Activities Only)

Government emergency vehicles and medical personnel may be used in emergency situations affecting contractor personnel whose life may be in danger or suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be accomplished as soon as possible and as determined by attending medical authorities. Reimbursement to the Government for emergency treatment will be in accordance with Federal Statutes and Government Regulations.

H.20 ADVANCED NOTICE FOR COMPUTER SOFTWARE ACTIVITY (August 2008)

a) The contractor shall provide notice to the CO of software modifications, changes, or additions to contractor supplied computer software proposed, after contract award, in the performance of this contract.

b) For the purposes of this clause, the following categories of computer software are included in the notification requirement of paragraph H.20 a):

- (1) Commercial software functioning stand-alone or self-contained;
- (2) Commercial software requiring customization, integration with other software components irrespective of commercial or custom origin, or otherwise resulting in a heterogeneous Information Technology (IT) environment;
- (3) Custom software, developed in whole or in part by the contractor or others; or
- (4) Open source software.

c) For the purposes of this clause, the following categories of computer software are excluded from the notification requirement of paragraph a):

- (1) Software patches or vulnerability remediation required for operational information security management, or
- (2) Commercial software version updates or upgrades.

d) The contractor shall include, at a minimum, the following information in the notification:

- (1) Purpose of the action;

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- (2) Scope of the action, including any intent to incorporate third party works, commercially licensed components, open source or proprietary works of the contractor;
- (3) Conformance with information security compliance requirements; and
- (4) The license associated with the incorporation of any software.

e) The contractor shall notify the CO in writing in accordance with the following schedules:

(1) For acquisitions of commercial software applications, advanced notice shall be given 30 days prior to the proposed procurement action to allow for the Government's technical assessment, review and approval.

(2) For complex software development activities requiring systems architecture evaluations, significant business process analysis or functional requirements definition, customization or configuration of commercial software applications, or the development or incorporation of custom, unique, or proprietary software, advanced notice of not less than 60 days prior to the proposed modification, change, or addition, shall be given at the initiation of the systems development process to allow for the Government's technical assessment, review and approval.

H.21 TRAVEL (May 2008)

a) Notwithstanding the provisions of FAR 52.216-7 entitled, "Allowable cost and Payment" the following additional provision applies to per diem and travel. The per diem and travel rates for reimbursement purposes shall be in accordance with acceptable accounting procedures (see FAR 31), and shall not exceed those established by Federal Travel Regulations (FTR). The Government will not reimburse for anything other than economy class air fare.

b) Exceptions shall be approved on a case-by-case basis by the COTR.

H.22 RESERVED

H.23 RESERVED

H.24 GOVERNMENT PROPERTY (May 2008)

a) The contractor will be provided with the Government Furnished Property identified in Section J (Attachments 3, 4, and 5; Attachment 6 will be developed during the transition-in period).

b) The Government will retain full ownership and control of all property furnished by the Government. Government furnished property not consumed in performance shall be surrendered upon demand (i.e., during performance, or end of the period of performance).

SECTION H – SPECIAL CONTRACT REQUIREMENTS

c) The contractor shall execute receipt of property documents for any property furnished by the Government.

d) The NSF Property Officer may issue direction regarding the accountability of Government property (including its disposition). IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the CO.

H.25 UNITED STATES ANTARCTIC PROGRAM FREQUENCY AUTHORIZATION (May 2008– Antarctica Activities Only)

a) Authorization of radio frequencies required in support of this contract shall be obtained by the contractor or subcontractor in need thereof.

b) For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the contractor or subcontractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the CO during the initial planning, experimental, or developmental phase of contractual performance. U.S. Antarctic Program Spectrum Management Procedures furnished by the CO shall be followed in obtaining radio frequency authorization. At the CO's discretion, the contractor may be instructed to directly interface with U.S. Antarctic Program spectrum management personnel in lieu of first contact with the CO.

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

H.26 FREE ON BOARD (F.O.B) DESTINATION SHIPMENT DOCUMENTATION (Sep 2008)

a) The contractor shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

b) The contractor is not required to submit evidence of shipment documentation with its invoice.

H.27 RESERVED

H.28 RIGHTS IN DATA – FACILITIES (Aug 2008)

a) Definitions.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term “data” does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the “Limited Rights Notice” of paragraph e) of this clause.

(5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are set forth in the “Restricted Rights Notice” of paragraph f) of this clause.

(6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(7) Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

b) Allocation of Rights.

(1) The Government shall have:

(i) Ownership of all technical data and computer software first produced in the performance of this contract including all identified deliverables in Section F;

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(ii) Unlimited rights in technical data and computer software specifically used in the performance of this contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time.

(iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this contract at all reasonable times. The contractor shall make available all necessary facilities to allow NSF personnel to perform such inspection;

(iv) The right to have all technical data and computer software first produced or specifically used in the performance of this contract delivered to the Government or otherwise disposed of by the contractor, either as the CO may from time to time direct during the progress of the work or in any event as the CO shall direct upon completion or termination of this contract. The contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the CO. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph e) of this clause (“Rights in Limited Rights Data”) or paragraph f) of this clause (“Rights in Restricted Computer Software”); and

(v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this contract on any data furnished hereunder if, in response to a written inquiry by NSF concerning the propriety of the markings, the contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case NSF will notify the contractor of the action taken.

(2) The contractor shall have the right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause.

(3) The contractor shall not have the right to use for its private purposes, subject to patent, security or other provisions of this contract, data it first produces in the performance of this contract. The contractor may seek a waiver from the CO on a case-by-case basis.

(4) The contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from (or is given access by) NSF or a third party, including a NSF contractor or subcontractor, and for technical data or computer software it first produces under this contract which is authorized to be marked by NSF, the contractor shall treat such data in accordance with any restrictive legend contained thereon.

c) Copyrighted Material.

(1) The contractor shall not, without prior written authorization of NSF, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for

SECTION H – SPECIAL CONTRACT REQUIREMENTS

itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the contractor.

(2) The contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph c)(1) of this clause. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the CO to include such material in the technical data or computer software prior to its delivery.

d) Subcontracting.

(1) Unless otherwise directed by the CO, the contractor agrees to use the policy and procedures of 48 CFR Subpart 27.4, entitled, "Rights in Data-General" at 48 CFR 52.227-14, including Alternate V, in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data. Alternates II through IV of that clause may be included as appropriate with the prior approval of NSF and the contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of NSF. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts, however, the contractor shall use the Rights in Data-Facilities clause in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with NSF.

(2) It is the responsibility of the contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the contractor shall:

(i) Promptly submit written notice to the CO setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

(ii) Not proceed with the subcontract without the written authorization of the CO.

(3) Neither the contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.

e) Rights in Limited Rights Data. Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by

SECTION H – SPECIAL CONTRACT REQUIREMENTS

or for the Government, in any limited rights data of the contractor specifically used in the performance of this contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the “Limited Rights Notice” set forth. All such limited rights data shall be marked with the following “Limited Rights Notice”:

Limited Rights Notice

These data contain “limited rights data,” furnished under Contract No. _____ with the United States Government (National Science Foundation) which may be duplicated and used by the Government with the express limitations that the “limited rights data” may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the contractor, except that further disclosure or use may be made solely for the following purposes:

(a) Use (except for manufacture) by support services contractors within the scope of their contracts;

(b) This “limited rights data” may be disclosed for evaluation purposes under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;

(c) This “limited rights data” may be disclosed to other contractors participating in the Government's program of which this contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the “limited rights data” be retained in confidence and not be further disclosed;

(d) This “limited rights data” may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the “limited rights data” be retained in confidence and not be further disclosed.

(End of notice)

f) Rights in Restricted Computer Software. (1) Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the contractor specifically used in the performance of this contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the “Restricted Rights Notice” set forth below. All such restricted computer software shall be marked with the following “Restricted Rights Notice”:

Restricted Rights Notice-Long Form

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(a) This computer software is submitted with restricted rights under National Science Foundation Contract No. _____. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used.

Restricted Rights Notice—Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of NSF Contract No. _____ with (name of contractor).

(End of notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr), in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human

SECTION H – SPECIAL CONTRACT REQUIREMENTS

readable material. In the event this contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the contractor includes the following statement with such copyright notice “Unpublished-rights reserved under the Copyright Laws of the United States.”

g) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

H.29 SECURITY REQUIREMENTS AND ACCESS TO NATIONAL SCIENCE FOUNDATION UNITED STATES ANTARCTIC PROGRAM (USAP) FACILITIES AND UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Aug 2008)

a) General

1) The contractor shall be responsible for Information Technology (IT) security for all systems used in performance of this contract, or those which are connected to a Government network. This clause is applicable to all or any part of the contract that includes IT resources or services in which the contractor must have physical or electronic access to NSF's information, including sensitive information and personally identifiable information, contained in unclassified systems that directly support the mission of NSF. This includes IT, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

2) Contractor provisioning and utilization of information, systems, technology, and data in the performance of this contract shall be managed in compliance with security and privacy laws, regulations, guidance, and direction including but not limited to the: Federal Information Security Management Act (FISMA); National Institute of Standards and Technology (NIST) guidance; Federal Information Processing Standards (FIPS) on information security; applicable Office of Management and Budget (OMB) memoranda; NSF policies, procedures and guidance; NSF Office of Polar Programs (OPP) guidance; and United States Antarctic Program (USAP) policies and instructions.

b) Personnel Security Management

1) The contractor is responsible for its employees' conduct and establishing in- and out-processing procedures that ensure accomplishment of the actions identified in this clause.

2) The contractor shall ensure that its employees, in performance of the contract, receive initial and annual recurring IT Security Awareness Training before

SECTION H – SPECIAL CONTRACT REQUIREMENTS

being granted initial or annual recurring access to USAP systems and networks, and receive refresher IT Security Awareness Training annually. The contractor must receive Government concurrence for the suitability of the contractor's Security Awareness Training program.

3) In performance of the contract, the contractor shall ensure that:

(a) its employees sign the following form before being granted access to NSF USAP systems and networks;

“Acknowledgement of Information Security Policies & Permission for Use of National Science Foundation/United States Antarctic Program Information Systems and Services”;

(b) it electronically archives all forms which shall be available on-demand for inspection by the Government. The contractor shall retain all forms in accord with Government direction for records schedules.

c) Logical IT Systems Access Requirements

1) Contractor personnel requiring access to IT systems operated by the contractor for NSF or interconnected to a NSF USAP network shall be screened at an appropriate minimum background investigation level.

(a) NSF shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI).

(b) Contractor personnel suitability for employment shall be contingent upon the outcome of the applicable screening review, as determined by NSF.

(c) Within 30 days of contract award, the contractor shall provide to the CO a list of all personnel positions subject to, and delineated by, the screening criteria cited in c) 2) below, along with a schedule that ensures screening and verification of all personnel within 60 days of contract award. The contractor shall provide justification rationale for the screening category assigned to each personnel position. The CO shall review and approve the contractor personnel positions so described.

(d) The contractor shall submit the required screening forms in conformance with the CO's instructions within thirty (30) days after receiving CO approval.

(e) Subsequent to initial screening criteria approval of the contractor's personnel positions, the contractor shall submit

SECTION H – SPECIAL CONTRACT REQUIREMENTS

required screening forms within thirty (30) days after assignment of an individual to a position requiring screening.

(f) Screening forms may be obtained from the Office of Personnel Management Center for Federal Investigative Services on-line electronic forms web site:
<http://www.opm.gov/forms/html/inv.asp>.

(g) At the discretion of the CO, interim access may be granted pending completion of the required investigation and final access determination.

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

(a) IT-1—Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to the USAP mission. These systems include, for example, those that can transmit commands directly modifying the behavior of satellites, life-safety systems or systems whose loss would cause major disruption to the operations of USAP operations resulting in risk to or loss of life or major economic loss. This level also addresses individuals with responsibility for the development, direction, implementation, and administration of computer security programs, including direction and control of risk analysis or threat assessment.

(b) IT-2—Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to the USAP mission. These systems include, for example, those that contain NSF systems of records and/or sensitive information with specific protections addressed by statute law, such as access to or processing of proprietary data or data covered under the Privacy Act of 1974. This level also addresses individuals with a major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, or management of IT systems hardware and software.

(c) IT-3—Individuals having privileged access or limited privileged access to systems whose misuse can cause adverse impact to the USAP mission. These systems include, for example, those that interconnect with a NSF network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NSF whose function or information has substantial cost to replace, even if these systems are not interconnected with a NSF network. This level also addresses individuals who include all

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Computer/Automatic Data Processing (ADP) positions not falling into one of the above risk levels.

3) Screening for individuals shall employ Office of Personnel Management forms appropriate for the level of risk defined as:

(a) IT-1: Moderate Risk, Equivalent to an advanced Public Trust Position Level 5 – Minimum Background Investigation (MBI)

(b) IT-2: Moderate Risk, Equivalent to a general Public Trust Position Level 5 - National Agency Check with Inquiries and Credit (NACIC)

(c) IT-3: Low Risk, non-Sensitive Position, Equivalent to Public Trust Position Level 1 - National Agency Check with Inquiries (NACI)

4) The contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the contractor can demonstrate to the CO that the procedures used by the contractor are at a minimum the equivalent to the personnel screening procedures for the risk level assigned for the IT position cited in paragraph c)3).

5) Subject to approval of the CO, the contractor may forgo screening of contractor personnel for those individuals who have proof of —

(a) Current national security clearance that meets or exceeds the screening requirements of the IT position;

(b) Screening conducted by NSF within the last three years that meets or exceeds the screening requirements of the IT position;

(c) Screening conducted by the contractor, within the last three years, that is equivalent to the NSF personnel screening procedures as approved by the CO.

6) Rescreening shall occur for IT personnel every five years, and/or when their responsibilities increase to a higher risk level. The results shall be submitted to the CO for approval.

7) The CO may waive the requirements of paragraphs c)3) and c)4) above, upon request of the contractor. The contractor shall provide all relevant information requested by the CO to support the waiver request.

d) Physical Access Requirements

1) Contractor personnel assigned to work at the NSF, in Arlington Virginia, may be issued a Federal identity card and/or NSF building access card that permits their entrance to NSF facilities without going

SECTION H – SPECIAL CONTRACT REQUIREMENTS

through visitor access processes. Contractor personnel may also be granted certain other privileges such as NSF e-mail accounts and/or access to NSF information systems. This access shall be provided solely at the discretion of the NSF, and may be revoked or withdrawn at any time, without notice or cause, by the CO.

2) Contractor personnel subject to the work assignment defined in paragraph e)1) below shall abide by all NSF information security logical and physical access procedures, information security awareness training requirements, policies, and in/out processing protocols in lieu of those stipulated by paragraphs b) and c) above.

3) Guidance shall be provided by the CO upon request by the contractor

e) Protection of Sensitive Information

1) In the course of performing official duties, contractors may have the need to access sensitive information or personally identifiable information (PII).

2) Definitions:

(a) Controlled Unclassified Information is a categorical designation defined by Presidential memorandum (May 9, 2008) that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interests of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

(b) PII refers to a specific form of sensitive information subject to Privacy Act protections. This is generally understood to mean any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

(c) Safeguarding means measures and controls that are prescribed to protect controlled unclassified information.

(d) Sensitive Information – Sensitive information is generally defined in Federal Information Processing Standard 199. It includes PII and sensitive NSF information such as quote

SECTION H – SPECIAL CONTRACT REQUIREMENTS

review, reviewer identity tied to reviews, unfunded quotes, proprietary parts of funded quote; information subject to Privacy Act protection; and, information protected by the Trade Secrets Act; and other similar information. Sensitive information may also exist in other types of records, such as databases, log files, e-mail, and correspondence files.

(e) Specified Dissemination is a handling instruction that means the information so designated is subject to additional instructions governing the extent to which dissemination is permitted.

(f) Standard Dissemination is a handling instruction that means dissemination is authorized to the extent it is reasonably believed that dissemination would further the execution of lawful or official mission purpose, provided that individuals disseminating this information do so within the scope of their assigned duties.

3) Requirements

(a) The contractor shall ensure all personnel are responsible for recognizing sensitive information and avoiding inappropriate or accidental access, use, or disclosure in accordance with NSF IT policies.

(b) The contractor shall ensure appropriate compartmentalization of NSF information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(c) NSF information contained within the NSF systems of records is sensitive information and is protected under the Privacy Act. The contractor shall ensure effective safeguarding of NSF systems of records from unauthorized disclosure or compromise for those records accessed, managed, maintained or stored by the contractor.

(d) The contractor shall ensure that NSF sensitive information designated as “Controlled Unclassified Information” or defined by NSF privacy policies and/or by guidance provided by the NSF Office of General Counsel, is safeguarded from unauthorized disclosure. The contractor shall use the following markings for its safeguarding protocol for information, irrespective of form (e.g., electronic, paper, etc.):

1. "Controlled with Standard Dissemination" meaning the information requires standard safeguarding measures that reduce the risks of unauthorized or inadvertent disclosure. Dissemination is permitted to the extent that

SECTION H – SPECIAL CONTRACT REQUIREMENTS

it is reasonably believed that it would further the execution of a lawful or official purpose.

2. "Controlled with Specified Dissemination" meaning the information requires safeguarding measures that reduce the risks of unauthorized or inadvertent disclosure. Material contains additional instructions on what dissemination is permitted.
3. "Controlled Enhanced with Specified Dissemination" meaning the information requires safeguarding measures more stringent than those normally required since the inadvertent or unauthorized disclosure would create risk of substantial harm. Material contains additional instructions on what dissemination is permitted.

f) Certification and Accreditation of Contractor IT Systems

1) Scope. The requirements defined within this clause apply to the following circumstances:

(a) Government Owned – Contractor Operated (GOCO): The contractor provided design, development, deployment, operations, and/or phase-out of Government owned IT systems.

(b) Contractor Owned: Contractor owned IT systems used in the support of performance of this contract that are other than incidental in nature.

(c) Contractor Owned – Interconnected (CO-Int): All contractor owned systems that are directly connected with NSF owned networks or IT systems.

2) Requirements

(a) The contractor shall conform to all NSF policy guidance and reporting requirements regarding certification and accreditation of IT systems.

(b) Certification and accreditation roles and responsibilities:

1. Unless otherwise specified by NSF, NSF shall fulfill the following roles as outlined in NIST SP800-37 Appendix D

a. For GOCO systems – NSF fulfills roles of “Certification Agent,” “Senior Agency

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Information Security Officer” and “Authorizing Official”

- b. For Contractor Owned and CO-Int systems – NSF fulfills roles of “Senior Agency Information Security Officer” and “Authorizing Official”
 - c. At the discretion of NSF, some tasks attributed to the role of “Certification Agent” for GOCO systems may be assigned to the contractor.
 - d. NSF reserves the right to re-assign “Certification Agent” responsibilities for certification and accreditation to third parties and will so notify the contractor when enacted.
2. Unless otherwise specified by NSF, the contractor shall fulfill the role of “Certification Agent” for all Contractor Owned and CO-Int systems.
 3. Unless otherwise specified by NSF, the contractor shall prepare and submit Certification Packages to the Certification Agent (CA) for all GOCO, Contractor Owned, and CO-Int systems as typified by NIST SP800-37 Appendix D, where the contractor shall fulfill the role of “Information System Owner”.

(c) Accreditation boundaries and schedules:

1. For all GOCO systems, the contractor shall adhere to NSF specified accreditation boundaries and certification schedules.
2. For all Contractor Owned and CO-Int systems, the contractor shall establish accreditation boundaries and certification schedules.
3. For all Contractor Owned and CO-Int systems, the contractor shall establish accreditation boundaries that strike a balance between the numbers of systems, the cost to the Government, and the burden imposed on NSF for security certification and accreditation approval.

(d) Certification Package

1. The Certification Package shall include at a minimum: final IT Systems Security Plan (SSP), risk assessment, security assessment report and a plan of action and milestones and a disaster recovery/contingency plan

SECTION H – SPECIAL CONTRACT REQUIREMENTS

2. The contractor shall provide, implement and maintain an IT System Security Plan (SSP) as identified in NIST SP800-37. The IT SSP must comply with OMB Circular A-130, Appendix III and recommendations in the NIST Special Publications as amended, extended, or superceded.
3. The contractor shall include an interconnection security agreement (ISA) for CO-Int systems that shall be subject to NSF review and approval.
4. The contractor shall submit annually to the CO:
 - a. A written verification that the IT SSP remains valid, or
 - b. A revised IT SSP when required to restore validity.

3) Schedule

(a) For contract start-up and transition-in, the contractor shall prepare and submit Certification Packages for all Contractor Owned and CO-Int systems and for any pre-existing GOCO system requiring an update due to the contractor assuming operational responsibility, per the following protocol:

1. The contractor shall submit the Certification Package to the CO for review and accreditation determination within 120 days after contract award.
2. NSF will review the Certification Package and the CO will provide the contractor with a determination of suitability: accepted or returned unaccepted for rework and resubmission. Government accreditation follows Government acceptance.
3. Within 180 days after contract award, the contractor must submit final Certification Packages to the CO for all Contractor Owned and CO-Int systems
4. Failure to receive NSF approval of a Certification Package constitutes non-compliance and the CO shall respond with administrative actions as allowed by the terms and conditions of the contract.

(b) For the sustaining contract period of performance, which begins with the conclusion of the transition-in period, the contractor shall prepare and submit Certification Packages to the CO for NSF review and accreditation decision as follows:

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. For all GOCO systems, the contractor shall adhere to NSF specified certification schedules, updates, and criteria triggering a technology refresh.
2. For all Contractor Owned and CO-Int systems, the contractor shall establish certification schedules, update milestones, and refresh criteria and shall publish and maintain a master certification schedule showing all systems. This schedule shall be provided annually to the CO and shall be used to monitor contractor performance.
3. Failure to receive NSF approval of a Certification Package constitutes non-compliance and the CO shall respond with administrative actions as allowed by the terms and conditions of the contract.

g) Other Requirements

1) Configuration Management

- (a) In acquiring, developing, supplying, operating, or maintaining information technology the contractor shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology (NIST) website at <http://checklists.nist.gov> or as otherwise directed by OMB.
- (b) The use of common security configurations is mandatory. This requirement must include all common security configurations for computing and networking systems, as available, to contractor products and services delivered under this contract.
- (c) The default NSF requirement for NIST common security configurations is 100% compliance by the contractor.
- (d) The contractor shall not deviate from the NIST common security configurations without written authorization from NSF. The contractor shall follow NSF protocols when requesting deviation. A contractor request for deviation does not imply an obligation for NSF approval.
- (e) The contractor shall implement software implementation, operation, maintenance, update, and/or patching in a manner that does not alter the configuration settings from the NSF approved configurations.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(f) The contractor shall validate all common security configurations using NIST approved Security Content Automation Protocol (SCAP) validated tools.

(g) The contractor shall incorporate the requirements of paragraph g)1)(a) as a flow-down requirement in all subcontracting activity which procure information technology products and services.

2) External Internet and/or Network Connections

(a) The contractor shall fully comply with NSF implementation for USAP Trusted Internet Connections.

(b) The contractor shall submit requests for non-NSF owned external Internet and/or network interconnections with USAP network IP address space to the CO for approval by the cognizant NSF program office managing USAP IT.

3) Data Calls

(a) The contractor shall comply with NSF program office and agency CIO data calls for IT and information security performance and/or reporting.

(b) The contractor response turn-around shall be timely, accurate, complete and in conformance with NSF requirements.

(c) Data calls may include, but are not limited to, metrics such as: patch management statistics, operating systems and application configuration compliance, vulnerability scan results and remediation status, Plan-of-Action-and-Milestones tracking, incidents, system administrator certification statistics, and security training statistics.

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

5) The contractor must not use or redistribute any NSF information processed, stored, or transmitted by the contractor except as specified in the contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

6) At the completion of the contract, the contractor shall return all NSF information and IT resources provided to the contractor during the performance of the contract and certify that all NSF information has been purged from contractor-owned systems used in the performance of the contract.

7) The contractor shall insert this clause (H.29) in all subcontracts:

- (a) Having physical or electronic access to NSF computer systems, networks, or IT infrastructure; or
- (b) Using information systems to generate, store, process, or exchange data with NSF or on behalf of NSF, regardless of whether the data resides on an NSF or a contractor's information system.

H.30 GUARANTEE (September 2011)

At the National Science Foundation's discretion, the contractor shall provide financial and performance guarantees by a corporate or other guarantor given for the agency's benefit, as follows:

- Full, complete and faithful performance of the contract,
- Contract financing,
- Repayment of any amounts owed to the Government, including cost disallowances, and
- Payments to contractor employees, agents, suppliers, lessors, subcontractors and other third parties to the extent not otherwise reimbursable per this contract, 48 CFR Part 31, or 48 CFR Part 99.

The extent of any guarantee shall be limited to this contract, and shall be provided within sixty (60) calendar days of the National Science Foundation's request.

The guarantee shall:

- Continue in full force and effect until all continuing obligations under the contract are fully and completely discharged, including any obligations arising from the exercising of contract options to extend the performance period and any mutually agreed extensions of time,
- Bind the guarantor, its successors and assigns to the terms and conditions of the contract,
- Guarantee the performance of any person, firm, corporation or entity other than the contractor that becomes obligated to perform the contract, or any part thereof, whether by operation of law or otherwise, and
- Waive any notice of the contractor's default to the guarantor by the National Science Foundation.

The guarantor must demonstrate from time-to-time, upon request, its financial capacity to provide the guarantee to the satisfaction of the National Science Foundation. Acceptance of the guarantor by the National Science Foundation shall not unreasonably

SECTION H – SPECIAL CONTRACT REQUIREMENTS

be withheld. The contractor agrees to provide an alternate form of guarantee per this clause in the event the National Science Foundation determines the guarantor lacks financial capacity to provide the guarantee.

SECTION I – CONTRACT CLAUSES

I.1 NOTICE OF HYBRID CONTRACT

This is a hybrid contract consisting of FFP, CPAF, and CR contract types.

I.2 FAR CLAUSES REGARDING CONSTRUCTION OUTSIDE CONTINENTAL U.S.

Applicable FAR clauses addressing construction activities outside the Continental U.S. will be included in applicable contract modifications issued during the performance of the contract.

I.3 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|---|-----------|
| 52.202-1 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT 2010 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | APR 2010 |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) | DEC 2006 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | APR 2008 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JULY 2010 |
| 52.208-8 | REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA | APR 2002 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC 2010 |
| 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS ALTERNATE I (JAN 2011) | JAN 2011 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | MAY 2011 |

SECTION I – CONTRACT CLAUSES

| | | |
|-----------|---|-----------|
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | OCT 2010 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATE--MODIFICATIONS | AUG 2011 |
| 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA— MODIFICATIONS | OCT 2010 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 2010 |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT 2010 |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL 2005 |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS | OCT 2010 |
| 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT 2009 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | JUNE 2011 |
| 52.216-11 | COST CONTRACT--NO FEE | APR 1984 |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS | JAN 2011 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | JAN 2011 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001) | JAN 2011 |
| 52.219-16 | LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN | JAN 1999 |
| 52.219-25 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING | DEC 2010 |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION | APR 2009 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB 1997 |
| 52.222-2 | PAYMENT FOR OVERTIME PREMIUMS (a) Fill-in: \$ <u>zero</u> | JUL 1990 |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | JUL 2010 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | MAR 2007 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL | JUN 2003 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2010 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT 2010 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2010 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB 2009 |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JAN 2009 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2011 |
| 52.223-10 | WASTE REDUCTION PROGRAM | MAY 2011 |
| 52.223-12 | REFRIGERATION EQUIPMENT AND AIR CONDITIONERS | MAY 1995 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC 2007 |
| 52.223-16 | IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS | DEC 2007 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |

SECTION I – CONTRACT CLAUSES

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|-----------|--|----------------------|
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | JUN 2000 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-3 | PATENT INDEMNITY | APR 1984 |
| 52.227-15 | REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE | DEC 2007 |
| 52.227-19 | COMMERCIAL COMPUTER SOFTWARE LICENSE | DEC 2007 |
| 52.228-5 | INSURANCE – WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR 2003 |
| 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) | APR 2003 |
| 52.229-6 | TAXES – FOREIGN FIXED-PRICE CONTRACTS | JUN 2003 |
| 52.229-8 | TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS | MAR 1990 |
| 52.230-1 | COST ACCOUNTING STANDARD NOTICES AND CERTIFICATION | OCT 2008 |
| 52.230-2 | COST ACCOUNTING STANDARDS | OCT 2010 |
| 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | JUN 2010 |
| 52.232-1 | PAYMENTS | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR 1984 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.232-17 | INTEREST | OCT 2010- |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT ALTERNATE I | OCT 2008 FEB 2002 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION | APR 1984 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.237-11 | ACCEPTING AND DISPENSING OF \$1 COIN | SEP 2008 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY 2001 |
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES--FIXED PRICE ALTERNATE II (APR 1984) | AUG 1987 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS ALTERNATE I | OCT 2010 JUN 2007 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | DEC 2010 |
| 52.245-1 | GOVERNMENT PROPERTY | AUG 2010 |
| 52.245-9 | USE AND CHARGES | AUG 2010 |
| 52.246-25 | LIMITATION OF LIABILITY – SERVICES | FEB 1997 |
| 52.247-63 | PREFERENCE FOR U.S. FLAG AIR CARRIERS | JUN 2003 |
| 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS | FEB 2006 |
| 52.248-1 | VALUE ENGINEERING | OCT 2010 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY 2004 |

SECTION I – CONTRACT CLAUSES

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|-----------|--|----------|
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) (MAY 2004) | MAY 2004 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.4 52.217-8 OPTION TO EXTEND SERVICES (DEVIATION) (SEP 2008)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. 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 18 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 13.5 years.

I.6 RESERVED

I.7 52.222-49 – SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: See Section J, Attachment 9. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 3 p.m. local time, 10 days from release of the Request for Proposals (RFP) or any subsequent amendment.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the

SECTION I – CONTRACT CLAUSES

resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.8 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)

(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, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer at a time TBD (based on a mutually agreeable time between the contractor and the Contracting Officer).

I.9 RESERVED

I.10 52.237.7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the contractor’s professional medical judgment, diagnosis, or specific medical treatments. The contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than \$1,000,000 per specialty per occurrence, and \$3,000,000 per annual aggregate amount.

SECTION I – CONTRACT CLAUSES

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the contractor changes insurance providers, the contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the contractor shall furnish to the Contracting Officer evidence of such insurance.

I.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)


This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

SECTION J – LIST OF ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

| Attachment # | Description | Date | No. of Pages |
|---------------------|---|--|---------------------|
| 1 | Award Fee Plan, inclusive of Performance Metrics (for CPAF portion of the contract) | November 2011 (To be finalized after award) | 28 |
| 2 | Performance Work Statement | November 2011 | 114 |
| 3 | Real Property Listing and Depreciation Tables http://www.nsf.gov/about/contracting/rfqs/support_ant/docs/secj_attach3_real_prop.xls | June 30, 2010 | 16 |
| 4 | Capital Equipment greater than or equal to \$25,000 http://www.nsf.gov/about/contracting/rfqs/support_ant/docs/secj_attach4_capequip_gr25000.xls | June 30, 2010 | 8 |
| 5 | Accountable Property with acquisition cost greater than \$5,000 and less than \$25,000 http://www.nsf.gov/about/contracting/rfqs/support_ant/docs/secj_attach5_capequip_ls25000.xls | June 30, 2010 | 25 |
| 6 | Non-Accountable and Sensitive Property (Government Furnished Property/Government Furnished Equipment) less than \$5,000 | To be developed during transition-in (by the incumbent contractor and the awardee) | TBD |
| 7 | Assignable Subcontracts, Leases, Charters, and Operator Agreement Listing | November 2011 | 2 |
| 8 | Surveillance Plan(s), inclusive of Performance Metrics (for non-CPAF portions of the contract) | November 2011 | 37 |
| 9 | Labor Rates (within applicable Wage | Contractor is required to | |

SECTION J – LIST OF ATTACHMENTS

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|----|---|---|----|
| | <p>Determinations as posted to www.wdol.gov) IAW Service Contract Act are incorporated by reference for areas indicated below:</p> <p>(b) (4)</p>  | <p>use applicable current wage determination; updated at least once annually.</p> | |
| | | | |
| 10 | Subcontracting Plan | January 18, 2011 | 29 |
| | | | |
| 11 | Transition-In Statement of Work | November 2011 | 10 |