

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1 TECHNICAL DIRECTION (45 CONS)

SEP 1997

(a) Technical direction under this contract will be given to the Contractor solely by the person(s) designated in writing by the Contracting Officer. Technical direction is defined as that process by which the Contractor receives guidance and approvals in their technical effort as it relates to an element of work or task solely within the existing requirements of the contract as a result of technical review of the Contractor's work by 45th SW personnel.

(b) Notwithstanding any of the terms contained herein or elsewhere in this contract, 45 SW personnel are not authorized to direct the Contractor in any manner changing the requirements of the contract. The Contracting Officer shall be the only individual authorized to redirect the effort or in any way amend any of the terms of this contract. Such redirection or amendment of contract terms shall be accomplished by issuance of change orders or supplemental agreements to this contract signed by the Contracting Officer. In any event, if the contractor believes technical direction given involves a change in contractual requirements which increases or decreases the estimated cost of the contract, they will immediately notify the Contracting Officer pursuant to FAR 52.243-2, "Changes – Cost Reimbursable," incorporated by reference in Section I of this contract.

(c) Notwithstanding the technical direction allowed above, all management, administrative, and technical direction; i.e., test directives and task orders, will flow through the person(s) designated in writing by the Contracting Officer. The person(s) designated by the Contracting Officer for processing task orders, task directives and other statement of work requirements is not to be construed as prohibiting daily contact with 45th SW technical personnel for the purpose of accomplishing tasks which have been processed through the person(s) designated in writing by the Contracting Officer.

H-2 RELEASE OF PROGRAM INFORMATION (45 CONS)

SEP 1997

The Contractor shall not hold any discussions or release any information or data pertaining to the 45 SW without the approval of the Contracting Officer. This restriction applies to all releases of information to the public, industry, or government organizations except as follows:

(a) Information for actual or potential subcontractors or vendors necessary for the Contractor's accomplishment of this program.

(b) Information to be supplied to a duly authorized representative of the 45th SW.

(c) Information to be released in accordance with DD Form 254.

(d) Information to be released to authorized associate contractors.

(3) Releasing any employee who chooses to be employed by a succeeding Contractor.

(4) Orienting employees of the succeeding Contractor during the last ninety days of this contract if so directed by the Contracting Officer.

H-8 INFORMATION AND DATA (45 CONS)

SEP 1997

(a) All sketches, notebooks, designs, drawings, specifications, blueprints, models, negatives, photographs, findings, memoranda, as well as all recommendations, ADPE programs, Accessible Data Products List items (ADPL), and data of every description, as well as all copies of the foregoing, furnished by the government, or produced or otherwise acquired by the Contractor in the performance of this contract shall be the property of the government, and except as otherwise provided below shall not be marked or have a legend placed on any such information inconsistent with the Government rights as described herein. (Any data belonging to third parties and furnished to the Contractor by the government in performance of this contract shall be treated similarly to property of the government.) The Contractor retains no right, title, or interest in and to the property referred to in this paragraph; and it shall be delivered by the Contractor to the government upon completion or termination of this contract or when directed by the Contracting Officer. The government shall have the right to use, reproduce, or disclose the data covered by this provision in any way and for any purpose it may desire with the exception that competition sensitive data, marked as such by the Contractor and so agreed to by the government, such as personal data on individuals, payroll records, management methodology, and organizational approaches, shall not be disclosed outside the government. The Contractor agrees to mark the number of this contract on all data delivered hereunder.

(b) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data developed, acquired or furnished by or to the Contractor in the performance of this contract, shall be protected by the Contractor from unauthorized use, release, duplication or disclosure.

(c) All contractor manning information is Government property useable and releasable for whatever purposes the Government sees appropriate. This includes, but is not limited to, release for future competition efforts.

(d) The Contractor shall take appropriate measures to assure that its personnel who have or might reasonably have access to such information and data referred to in paragraph b. above, agree to honor the Contractor's commitment and safeguard such information and data.

(e) For the purpose of the Contract Clause entitled "Technical Data--Withholding of Payment (Oct 1988), the term "technical data" shall include only that data described in the contract clause entitled "Rights in Technical Data – Noncommercial Items (Nov 1995)." In accordance with the contract clause entitled "Technical Data--Withholding of Payment (Oct 1988)", the maximum sum specified for withholding is 10% of the total contract price. Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of "technical data" for the purpose of applying the requirements of the "Technical Data--Withholding of Payment (Oct 1988)" contract clause.

H-9 CHANGES IN REGULATIONS, MANUALS, STANDARDS AND SPECIFICATIONS WHICH ARE INCORPORATED BY REFERENCE (45 CONS) SEP 1997

Whenever the Contractor receives notification from the Contracting Officer or designated representative of changes to regulations, manuals, standards and specifications which are incorporated into this contract by reference, they shall be complied with provided there is no impact on contract performance or cost. If there is any impact, the Contracting Officer shall be notified, in writing, within 30 days of Contractor's receipt of notification and the Contractor shall not comply until written direction is received from the Contracting Officer.

H-10 PERMITS, LICENSES, AND APPROVALS (45 CONS) SEP 1997

In performance of work hereunder, the Contractor shall procure and keep effective all necessary permits, licenses, and approvals required by the Federal, State, or local Government, or subdivision thereof, or of any other duly constituted public authority, and shall obey and abide by all applicable laws, regulations and ordinances.

H-11 KEY PERSONNEL (45 CONS) SEP 1997

Certain skilled, experienced professional and/or technical personnel are essential for successful contract accomplishment of the work to be performed under this contract. These are defined as Key Personnel and are those persons whose resumes are submitted for evaluation in the initial proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

(a) The Contractor shall immediately provide written notification to the Contracting Officer if (a) one or more key personnel becomes (or is expected to become) unavailable for work under this contract for a continuous period exceeding 20 work days or (b) one or more key personnel is expected to devote substantially less effort to the contract.

H-12 WAGE DETERMINATION (IAW FAR 22.1012-1) SEP 1997

Service Contract Act Wage Determination is incorporated and may be found at Attachment 5.

H-13 SUBCONTRACTING WITH SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES SEP 1997

(a) It is the intention of the Air Force to ensure that small business concerns have the maximum practicable opportunity to participate in the performance of Launch Operations and Support.

(b) The Contractor hereby agrees to subcontract a minimum of 10% of the Launch Operations and Support total contract cost for the basic effort and each subsequent option period, including any quantity increases, to small business. The Contractor shall submit subcontracting reports in accordance with FAR 52.219-9.

The Contractor hereby agrees to carry out this requirement in awarding of subcontracts to small business consistent with efficient contract performance.

H-14 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT RECORDS SEP 1997

(a) A government record generated by the contractor is a document prepared by the contractor to fulfill a requirement of the Launch Operations and Support Contract in accordance with the Statement Of Objectives and the contractor Statement Of Work.

(b) The contractor shall securely maintain and store for the government all records including those which the LO&S contract does not expressly require the contractor to deliver to the government.

(c) At the completion of the contract, the contractor shall turn over to the government or a successor contractor all government records under the contractor's management at that time. The contractor shall accomplish this turnover of records in accordance with the instructions in the contract or, in the absence of any such instructions, in accordance with the direction of the Contracting Officer.

H-15 ENVIRONMENTAL COMPLIANCE. SEP 1997

The contractor shall comply with all Federal, State, and Local environmental laws and regulations, permits and 45 SW management plans. The contractor and its employees, agents and subcontractors, in performance of this contract, shall conduct all activities in accordance with all Air Force environmental management and operating plans and/or programs including, but not limited to, environmental planning, waste management, hazardous materials, pollution prevention, asbestos, lead-based paint, air, water, storage tanks, and natural and cultural resources. The contractor shall team with the 45th Space Wing Environmental Flight to develop an environmental program and processes to comply with environmental laws, regulations and plans. The contractor shall maintain and provide all required information as requested by the Air Force which documents the contractor's understanding and compliance with regulatory reporting requirements. The contractor shall make all data available through the local area network, or other similar media as determined by the contractor and 45 SW Environmental Flight.

H-16 LAUNCH OPERATIONS AND SUPPORT ASSOCIATE CONTRACTOR AGREEMENTS SEP 1997

(a) During the life of this contract and upon direction of the Contracting Officer, the contractor may be asked to execute a written associate contractor agreement with other contractors performing work on Cape Canaveral Air Station. The agreements, as a minimum, shall delineate the procedures necessary to facilitate the exchange of day-to-day working level technical and administrative information required between the contractors to insure effective and timely contract performance and an integrated base operation. The protection of proprietary data, if any, is the total responsibility of the contractor and the associate contractor(s). Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the contracting parties and not with the government.

(b) Associate contractor agreements shall be tailored to the requirements of the Launch Operations and Support Contract. As a general rule, such agreements should contain the following information:

- (1) Identification of the parties and their relationship;
- (2) Identification of the program involved and the relevant government contracts of the parties, if known;
- (3) Establishment of the range of contractor interfaces by general subject matter;
- (4) Commencement and expiration dates/events for the effectiveness of the agreement;
- (5) A statement that the United States is not a party to the agreement;

(6) A statement that if there is a conflict between the relevant government contract and the agreement, the contract governs; and

(7) An agreement to protect proprietary data.

(c) The Contracting Officer shall review and verify each agreement in order to determine if all requirements of this clause have been met and if any existing contracts should be modified to include appropriate clauses to address organizational conflicts of interest which may exist because of the government-directed contractor interface.

(d) Associate contractor agreements may be required to be executed with all payload, range, launch vehicle, and support contractors.

H-17 TRAVEL AND PER DIEM EXPENSES IN SUPPORT OF LAUNCH OPERATIONS SEP 1997

(a) The contractor shall use per diem allowance in lieu of actual subsistence expenses for all persons in travel status both within and outside the continental United States. Per diem shall be limited to the government JTR per diem schedule. Charges for air fare and car rental shall not exceed those stated in the JTR per diem schedule.

(b) Transportation by private vehicle for off-base travel shall be reimbursed on a mileage basis only, in lieu of the actual expenses of such transportation in accordance with the JTR.

H-18 LAUNCH OPERATIONS AND SUPPORT CONTINGENCY PLAN SEP 1997

To insure performance of the mission, the contractor shall maintain full performance of services in accordance with the Statement Of Objectives in the event of work stoppages or labor strikes which would degrade the function. At the contracting Officer's request, after contract award, the contractor shall provide a contingency plan to maintain full services in accordance with the Statement Of Objectives to include responsibility for funding each plan.

H-19 LAUNCH OPERATIONS AND SUPPORT TOXIC CHEMICALS SEP 1997

The Bioenvironmental Engineering Services Office, 45 MDG/SGPB, must coordinate on the contractor's use of any of the chemicals on the following EPA 17 Toxics List:

- Benzene
- Cadmium and Compounds
- Carbon Tetrachloride
- Chloroform
- Chromium and Compounds
- Cyanides
- Dichloromethane
- Lead and Compounds
- Mercury and Compounds
- Methyl Ethyl Ketone (2 Butanone)
- Methyl Isobutyl Ketone (4 Methyl, 2 Pentanone)
- Nickel and Compounds

Perchloroethylene (Tetrachlorethylene)
Toluene (Methylbenzene)
Trichloroethane
Trichloroethylene (Trichloroethene)
Xylene (Dimethylbenzene)

H-20 LAUNCH OPERATIONS AND SUPPORT AWARD FEE SEP 1997
(a) The contractor may earn and be paid for all or a portion of an award fee not to exceed the maximum authorized in Section B for the Specified evaluation period, as determined by the Fee Determining Official (FDO). ANY DISPUTE OF THE AWARD FEE IS EXPRESSLY EXCLUDED FROM THE OPERATION OF THE DISPUTES CLAUSE OF THE CONTRACT. The decision of the FDO will be final.

(b) Determination of award fee, if any, earned by the contractor, and payment thereof, shall be made semi-annually. The semi-annual amount provided in Section B will be available for award during each six month evaluation period. In no event shall any award fee be earned or paid in excess of the amount established as the maximum. Unearned award fees cannot be recouped in subsequent evaluation periods.

(c) Before an evaluation period is started, the government may unilaterally modify the award fee performance evaluation criteria and performance evaluation areas applicable to the evaluation period. The government may also unilaterally revise the distribution of remaining award fee dollars among the remaining periods. The contractor will be notified of these changes in writing by the Contracting Officer before the relevant evaluation period is started, and the award fee plan will be modified accordingly.

H-21 ORGANIZATIONAL CONFLICT OF INTEREST SEP 1997
A potential conflict of interest exists due to the nature of the work required under the LO&S contract. In the conduct of the LO&S, the successful Offeror will potentially have access to proprietary information belonging to other contractors in performance of spacecraft service systems support or in performance of the mission support operation functions operated/provided by the LO&S contractor. Typically, these other contractors are manufacturers/integrators of spacecraft, booster, or upper stage systems. Restrictions imposed on a successful Offeror will include a three-year exclusion from participation in any program for which the Offeror provides support requiring access to user contractor proprietary information, unless it comes under the definition of systems engineering or technical direction as defined in FAR 9.5, in which case the exclusion is for the life of the system. If agreement to a mitigation plan between contractor interests can be reached, with government insight, the above three year exclusion will not apply.

H-22 LAUNCH OPERATIONS SUPPORT PHASE-OUT PLAN SEP 1997
The contractor shall submit a phase-out plan at the Contracting Officer's request, at no increase to the estimated cost of the contract, after the last option year of the contract is exercised.

H-23 ENABLING CLAUSE FOR GENERAL SYSTEMS SEP 1997
ENGINEERING & INTEGRATION (GSE&I)
(a) This contract covers part of the Launch Operations Support program which is under the general program management of the 45th Space Wing. The Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group which will support the DOD program office by performing GSE&I.

(b) GSE&I deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review, and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractor's technical performance, through meetings with the prime and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; development of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DOD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) In the performance of this contract, the contractor agrees to cooperate with The Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced and excluding financial data; by delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate Aerospace technical personnel. The Aerospace personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract.

(d) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the contractor. This agreement does not-relieve the contractor of his responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the government or The Aerospace Corporation and such subcontractors.

(e) The Aerospace Corporation personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:

(1) Technical direction under this contract will be given to the contractor solely by the 45 SW.

(2) Whenever it becomes necessary to modify the contract and redirect the effort, A Change Order-signed by the Contracting Officer or a supplemental agreement signed by both the Contracting officer and the contractor will be issued.

H-25 UPGRADES AND MODIFICATIONS TO SERVICE SYSTEMS SEP 1997
During the course of this contract, service systems upgrades and modifications may be required. The work involved may include, but not be limited to, preparation of engineering change proposals, designing, fabricating, installing, integrating, and testing upgrades and modifications to service systems. The extent of effort and delivery schedule shall be determined for each upgrade and modification. The following procedure will be used to order upgrades and modifications of the type covered by CLIN 0005 and option CLINs 0010, 0015, 0020, 0025, 0030, and 0035 of the contract. Upon completion of Milestone 1 of an

Integrated Product Team (IPT) effort, a Milestone 1 letter will be prepared by the Contracting Officer requesting a proposal. Service systems upgrades and modifications shall be issued on a SF 30. It shall describe the work to be performed and set forth the contract type, price and delivery schedule. Funds will be allocated to the individual subCLIN(s). The terms and conditions of this contract shall be applicable. Failure to agree upon a reasonable price shall be considered a “dispute concerning a question of fact” within the meaning of the clause of the contract entitled “Disputes.”

H-26 GOVERNMENT FURNISHED PROPERTY "AS IS" SEP 1997

If the contractor utilizes any or all of the available government furnished property on an "as is" basis, the contractor shall be solely responsible for, and shall bear the cost of loading, removal, transporting, modifying or otherwise making the assets suitable for use.

H-27 CONTRACTOR STATEMENT OF WORK SEP 1997

Upon contract award the successful Offeror's Statement Of Work shall be incorporated into the contract as an attachment in Section J.