ATTACHMENT J-15

INSTRUCTIONS FOR CONTRACTOR THIRD-PARTY WORK

FOR

KENNEDY ENVIRONMENTAL AND MEDICAL CONTRACT (KEMCON)

Informational Instructions Regarding the Process for Accomplishing Contractor Third-Party Work (C3PW) on the Kennedy Space Center

(Version 6.24.14)

Purpose

The purpose of this instruction is to inform the contractor regarding the process that must be followed if the contractor wishes to perform C3PW and where contractor personnel performing the C3PW are resident on the Kennedy Space Center (KSC). C3PW is defined as work performed by the contractor on KSC and paid for via any agreement other than this contract, another NASA prime contract, or a NASA subcontract (at any tier).

Background

C3PW performed by the contractor and its subcontractors on KSC will utilize or benefit from Government resources and services, and most likely will also involve use of Government Property (GP) identified in this contract. The contractor's workforce's mere presence on KSC benefits from the installation's resources (housing, roads, grounds, utilities, communications, emergency services, equipment, installation management and administrative support, etc.), the costs of which are paid by the Government, but which would otherwise be a part of the contractor's costs of doing business if located offsite. These benefits are considered "special benefits to an identifiable recipient above and beyond those which accrue to the public at large" and others in the commercial market place would have to pay for such costs of doing business. NASA policy requires that, when such benefits are existent in a circumstance where a contractor is performing C3PW, a charge shall be imposed to recover the full-cost for the service, goods, or resource provided. In such circumstances, an agreement independent of this contract must be executed between the contractor and NASA KSC under which all the costs of such Government resources, as may be utilized, or benefit a particular instance of C3PW, are defined and the contractor agrees to pay, in addition to other applicable conditions and requirements. This agreement will be in the form of a Reimbursable Space Act Agreement (RSAA). RSAA's are entirely independent of this contract. The requirements as to the data required to enter into such agreements, the terms of the agreements, issues related to the administration of the agreements, and resolution of all issues related thereto shall be addressed with the Contracting Officer's Representative (COR), as applicable, responsible for entering into and administering the RSAA.

Use of GP Identified in the Contract

GP identified in the lists in the contract shall be used only for performance of the contract unless approval for other use is provided by the Contracting Officer. The conditions for such use are specified by the Contracting Officer with each approval. The Contracting Officer's approval is usually provided in a letter replying to a specific contractor request. However, under this contract, for C3PW that will require an RSAA and where the work will utilize GP identified in the lists in the contract, NASA will determine if use fees will apply. If it is determined that use fees apply, then approval for use of the specified GP will be provided by the Contracting Officer in each RSAA Annex, the applicable use fees will be specified therein, and the RSAA Annex will constitute the establishment of use fees pursuant to the contract's Use and Charges clause.

Use of All Other Government Resources

Before the contractor performs any instance of C3PW on KSC, the contractor shall ascertain the need for Government resources, enter into an RSAA for any such Government resources that will be utilized or benefit each instance of C3PW, and comply with the requirements specified therein. If the work to be performed outside this contract involves work under another federal agency's prime contract, including a subcontract thereto, the contractor shall coordinate with the Contracting Officer or COTR on this contract to identify the applicable documentation requirements, and shall not assume an RSAA is or is not required. In such instances, regardless of whether or not an RSAA would be required, the contractor must obtain the Contracting Officer's approval for use of GP when performing as a prime or subcontract under any other Government contract(s).

Point of Contact for C3PW and RSAAs

The point of contact regarding C3PW and entering into an RSAA is the COR.

If the C3PW is performed as a subcontractor (at any tier) to a cost-type NASA prime contract, an RSAA is not required, but use of GP must be approved by the Contracting Officer. In this circumstance, a request for rent-free use should be sent to the Contracting Officer.