

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 5		3. EFFECTIVE DATE November 27, 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS31-E	7. ADMINISTERED BY (If other than Item 6)	CODE
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AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TO ALL POTENTIAL QUOTERS	(x) x	9A. AMENDMENT OF SOLICITATION NO. 8-1-1-A4-00155
		9B. DATED (SEE ITEM 11) November 4, 2002
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is answer a question.

This information is provided in the following pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

Response to question received on Attachment 4-2 is provided below:

QUESTION: Reference Section 4, attachment 4-2, page 4-2-2 “Job Description/Qualification Form” under header Fringe Benefits. It asks for the average hourly cost of fringe benefits for SCA employees, but not to include the cost of vacation pay, holiday pay, liability insurance, state and Federal taxes, professional liability insurance, unemployment or workmen’s compensation insurance, etc.. Our fringe is broken out so we can provide exactly the fringe you are asking for, but I have a couple of questions to insure you get what you want.

1. It seems that you want us to exclude both Government directed benefits that are required under the wage grade determination and the SCA and some contractor given benefits. Not all of these exclusion items (vacation pay and holiday pay) do not come out the \$2.56 that’s required under the wage determination. The vacation and holiday pay that is given to the employee is normally charged as part of our Fringe Benefits above and beyond the \$2.56 requirement. Again, we can give you the exact percentage you are asking for, but there is an etc. in the sentence and this could be one of many things such as jury duty. Are you trying to determine what benefits the employee gets over the Government directed benefits? Are you trying to determine the cost of benefits that will not be covered by the \$2.56? We cannot discern exactly what you want. Since this is to be part of the management volume, you cannot compare these cost percentages back to the labor cost buildup in the cost volume. They won’t match because vacation and holidays are added in there as a percentage. Does this matter?
2. I guess bottom line that would help me understand is: What are you actually looking for? Is it the benefits above and beyond what’s required as a minimum by law?

RESPONSE:

The mandatory Vacation and Holiday fringe benefits are standalone benefits.

The Service Contract Act (SCA) Health and Welfare fringe benefit is outlined in SCA Wage Determination No. 1994-2008, Revision 17, for non-represented employees and SCA Wage Determination No. 1983-0504, Revision 27, for represented employees (the actual mandatory health and welfare fringe benefits are detailed in each of the four respective Collective Bargaining Agreements).

- For non-represented employees (those covered by WD 1994-2008) the minimum average cost of the health and welfare fringe benefit shall not be less than \$2.56 per hour based on the total hours worked by all service employees.
 - This fringe benefit can consist of: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and saving and thrift plans, etc.

Note: The average hourly cost of the health and welfare fringe benefit shall not include the cost of vacation pay, holiday pay, liability insurance, state and Federal taxes, professional liability insurance, unemployment or workmen’s compensation insurance, as these are required by other statute or regulation and are a part of G&A or Overhead – not the SCA.

- For represented employees (those covered by WD 1983-0504). The minimum health and welfare fringe benefits are detailed in each of the four respective Collective Bargaining Agreements.