

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 01 PAGE OF PAGES: 1 / 176
 2. AMENDMENT/MODIFICATION NO.: 10
 3. EFFECTIVE DATE: JUL 08 2004
 4. REQUISITION/PURCHASE REQ. NO.: N/A
 5. PROJECT NO. (If applicable):

6. ISSUED BY: Procurement Office, George C. Marshall Space Flight Center, National Aeronautics and Space Administration, Marshall Space Flight Center, AL 35812
 CODE: PS32-B
 7. ADMINISTERED BY (If other than Item 6): John Busbey/ 256-544-0896
 CODE: PS32-B

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code): EG&G Technical Services, Inc., 900 Clopper Road, Gaithersburg, MD 20878
 9A. AMENDMENT OF SOLICITATION NO.:
 9B. DATED (SEE ITEM 11):
 10A. MODIFICATION OF CONTRACT/ORDER NO.: GS-10F-0038M/H36049D
 10B. DATED (SEE ITEM 13):
 Effective Date August 1, 2003

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 _____ 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.

ACCOUNTING AND APPROPRIATION DATA (If required)

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

- 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 data, etc.) (SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
 FAR Clause 43.103(a) Bilateral

E. IMPORTANT: Contractor [] is not, [X] 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.)

	Total Fixed Price, FFP Lump Sum	Total Not-to-Exceed FFP IDIQ	Total Not-to-Exceed Contract Value	Total Sum Allotted
Prev. Base Total	\$20,942,077	\$12,000,000	\$32,942,077	\$5,766,631.00
This Modification	\$ 0.00	\$ 0.00	\$ 0.00	\$2,189,455.00
New NTE Amount	\$20,942,077	\$12,000,000	\$32,942,077	\$7,956,086.00

SEE PAGE 2 FOR DESCRIPTION OF CHANGES

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): FRANCIS G. HAYES / PROGRAM MGR.
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): John Busbey
 15B. CONTRACTOR/OFFEROR: [Signature]
 15C. DATE SIGNED: 2 July 04
 16B. UNITED STATES OF AMERICA: [Signature]
 16C. DATE SIGNED: JUL 08 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purposes of this modification are to make changes to the order, as described below.

A. Under Section 1, the following clauses are deleted.

FAR 52.232-18 Availability of Funds (Apr 1984)
NFARS 1852.203-76 Display of Inspector General Hotline Posters (Jun 01)

B. In Section 2, Item 2 "FIRM-FIXED-PRICE FOR LUMP SUM", paragraph A, p. 6, the ending date of the base period should be changed from March 31, 2006 to July 31, 2006.

C. In Section 2, Item 4, "PERIOD OF PERFORMANCE, p. 8, the following changes are made:

1. In paragraph A, change the date from March 31, 2006 to July 31, 2006. The contract was signed April 1, 2003, on that date the contractor started their work effort till April 10, 2004. On that date, due to protest being resolved, the contractor had to stop work for 94 days. Therefore 94 days is added to the period of performance. Contractor and Government agreed to a start date of August 1, 2003.
2. In paragraph B, change the Period of Performance dates as below:

<u>Option/ Award- Term Period No.</u>	<u>Period of Performance</u>
1	August 1, 2006 – July 31, 2007
2	August 1, 2007 – July 31, 2008
Award Term 1	August 1, 2008 – February 28, 2009
Award Term 2	March 1, 2009 – September 30, 2009
Award Term 3	October 1, 2009 – April 30, 2010
Award Term 4	May 1, 2010 – November 30, 2010
Award Term 5	December 1, 2010 – July 31, 2011

D. In Section 2, Item 2, INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ), p. 9, paragraph C, change the dates as follows:

PERIOD

IDIQ Dollars

Min/Max Range

Base Year A	08/01/03 – 07/31/04	\$400,000/\$12,000,000
Base Year B	08/01/04 – 07/31/05	\$400,000/\$12,000,000
Base Year C	08/01/05 – 07/31/06	\$400,000/\$12,000,000
Option No. 1	08/01/06 – 07/31/07	\$400,000/\$12,000,000
Option No. 2	08/01/07 – 07/31/08	\$400,000/\$12,000,000
Award-Term Period 1	08/01/08 – 02/28/09	\$233,333/\$7,000,000
Award-Term Period 2	03/01/09 – 09/30/09	\$233,333/\$7,000,000
Award-Term Period 3	10/01/09 – 04/30/10	\$233,333/\$7,000,000
Award-Term Period 4	05/01/10 – 11/30/10	\$233,333/\$7,000,000
Award-Term Period 5	12/01/10 – 07/31/11	\$266,666/\$8,000,000

- E. In Section 2, Clause 20, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES, p. 21, subparagraph B.1, the percentage of basic hourly rate for Life, accident and health insurance and sick leave programs is corrected to 22 percent.
- F. In Section 2, Clause 30, TECHNICAL DIRECTION, p. 33, paragraph A, the reference to the NASA FAR Supplement is corrected from "18-42.270" to "1842.270."
- G. In Section 2, Clause 31, KEY PERSONNEL AND FACILITIES, p. 35, paragraph C, the fill-in under Facilities is corrected from "TBD by the Quoter" to "NA."
- H. In Section 2, Clause 32, p. 35, is changed to reserved.
- I. In Section 2, Clause 36, ASBESTOS MATERIAL, p. 37, the reference in the next to last sentence to "Environmental Health Office, an office within the MSFC Medical Center" is corrected to "MSFC's Occupational Medicine and Environmental Health Services."
- J. In Section 2, Clause 38, HAZARDOUS MATERIAL REPORTING, p. 38, paragraph A, the title of MSFC Form 4099 is corrected from "MSFC Hazardous Material Input Sheet" to "Chemical Inventory Addition."
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- K. In Section 2, Clause 40, APPLICABILITY OF SCHEDULED CLAUSES TO SUBCONTRACTS, p. 39, the clause number references are corrected.
- L. In Section 2, a new clause number 47. EXCLUDED FUNCTIONS AND RESPONSIBILITIES, is added on p. 50.
- M. In Section 2, SCHEDULE OF PRICES FOR LUMP SUM WORK, is deleted and replaced.
- N. In Section 3, the page with the list of attachments is renumbered from page 50 to page 51, due the addition of the Section 2 clause mentioned in paragraph J.

O. In Section 3, Attachment 2, Data Procurement Document, a new revision A is incorporated which:

1. Corrects the title page of the document.
2. Updates the Document Change Log and Change Revision Log on pages 2-2 and 2-3.
3. Corrects the data types for Data Requirement Documents (DRDs) 988LS-018 through 988LS-021 from 1 to 3 on pages 2-7 and 2-8 of the Data Requirements List.
4. Corrects the Office of Primary Responsibility (OPR) for DRD 988MA-004 from RS40 to AD40 on pages 2-8 and 2-58.
5. Corrects due dates for the following Data Requirements Descriptions (DRD): 988CD, 988EE-001, 988EE-002, 988EE-004, 988EE-07, 988EE-09, 988EE-010, 988EE-012, 988EE-013, 988EE-014, 988LS-001, 988LS-002, 988LS-006, 988LS-008, 988LS-009, 988LS-012, 988LS-018, 988LS-019, 988LS-020, 988LS-021, 988LS-022, 988LS-023, 988LS-024, 988LS-025, 988MA-003, 988MA-004, 988SA-002, and 988SW-001.

P. In Attachment 9 "Government Furnished Facilities" page 9-2, Buildings deleted as follows: Building 4584, Building 7204 and Building 7244; Buildings added as follows: Building 4752 "B", and 4755 South High Bay.

Q. In Attachment 1 "Performance Work Statement" the changes are as follows:

Pages	Reads	Should Read
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1-14 (1.2.E) 6:00 a.m. to 8:00p.m. Monday through Saturday.....7:00a.m. to 5:00 p.m. Monday through Friday.

1-19, (1.2.I.1) ...The Work Control System tracks and reports planned versus actual resource utilization and provides ad hoc inquiry capabilities, with data being readily available.....The Work Control System tracks and reports labor hours and material by contract line item for all lump sum work and planned versus actual labor hours and material cost for all indefinite delivery indefinite quantity work. The Work Control System also provides ad hoc inquiry capability.

1-23 (1.3.C.1) on all mobile SPE for which they are assigned.

1-49 in holders by 8 a.m. in holders within 1 hour after receipt

1-50 (4.3) hours 7:00 a.m. – 4:30 p.m. 7:00 a.m. – 5:00 p.m.

1-66 (6.2.A.2.a) 7:00 a.m. to 4:30 p.m. 7:00 a.m. to 5:00 p.m.

1-66 (6.2.A.2.c) normal duty hours calendar hours

1-77 (7.2.A.2a) add...The Contractor shall submit any single order that equals or exceeds \$10,000 for all commodities except chemicals to the COTR or the COTR designee for review of markup reasonableness prior to the purchase.

1-77, 1-80 (7.2.A.d) addFurniture purchases that are \$100,000 or greater in total cost shall be submitted to the COTR or the COTR designee for review of reasonableness prior to the purchase

- R In Attachment 1 "Performance Work Statement" the changes are as follows: Page 1-98 Section 8.2.A.1.b Special Event Moves, add the following Paragraph;
Special event moves include transporting, set-up, take-down and returning tables, chairs and other items to designated locations for the fifteen Special Events listed in Attachment 15 are to be supported as Firm Fixed Price. The Protocol Office CD03 will be afforded the opportunity to select five Special Events each contract year to be supported as Firm Fixed Price. Special Events not listed in Attachment 15, and special events requested by Protocol CD03 in excess of the five FFP will be included in the IDIQ portion of the order.
- S. In Attachment 9, add drawings of buildings 4755, South High Bay and 4752, storage areas.
- T. In Attachment 10, page 10-17 and 10-18, add equipment that was left out of the original contract.
- U. Add Contractor's Statement of Release.
- V. The modifications made to the order above are reflected in total on the change pages enclosed herewith. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, H36049D. A vertical change bar is included in the right margin to indicate the specific area of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
Section 1, 3 to 4	Section 1, 3 to 4
Section 2, 6	Section 2, 6
Section 2, 8	Section 2, 8
Section 2, 9	Section 2, 9
Section 2, 21	Section 2, 21
Section 2, 33	Section 2, 33
Section 2, 35	Section 2, 35
Section 2, 37 to 39	Section 2, 37 to 39
Section 2, 50	Section 2, 50
Section 2, Lump Sum Sch.	Section 2, Lump Sum Sch.
Section 3, 51	Section 3, 51
Section 3, Att. 2, 2-1 to 2-67	Section 3, Att. 2, 2-1 to 2-67

Attachment 1, 1-12
Attachment 1, 1-14
Attachment 1, 1-19
Attachment 1, 1-49 to 50
Attachment 1, 1-66
Attachment 1, 1-77
Attachment 1, 1-79 to 80
Attachment 1, 1-98
Attachment 9, 9-2
Attachment 10, 10-17
Attachment 10, 10-18

Attachment 1, 1-12
Attachment 1, 1-14
Attachment 1, 1-19
Attachment 1, 1-49 to 50
Attachment 1, 1-66
Attachment 1, 1-77
Attachment 1, 1-79 to 80
Attachment 1, 1-98
Attachment 9, 9-2
Attachment 10, 10-17
Attachment 10, 10-18

. SECTION 1 - ADDENDA TO SF 1449

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

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

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

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

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

<u>Clause No.</u>	<u>Title</u>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.204-1	Approval of Contract (Dec 1989) (Insert "MSFC Procurement Officer")
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Feb 2002)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)
	Subparagraph (b)(1) Insert ten (10) percent
	Paragraph (c) <input type="checkbox"/> Quoter elects to waive the adjustment. (Check block if applicable)
52.222-4	Contract Work Hours and Safety Standards Act — Overtime Compensation (Sep 2000)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Mar 1998)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
	Reserved
52.237-3	Continuity of Services (Jan 1991)

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

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

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

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

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

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

(END OF SECTION)

A. The total firm-fixed price of this GSA order for the base period from the effective date through July 31, 2006 is: \$ 20,942,077 (including phase-in costs and phase in adjustment for base year A.)

B. If the Government exercises any options or awards any of the award-term periods pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION/ PERIOD</u>		<u>FIRM FIXED</u>
<u>AWARD TERM PERIOD</u>		<u>PRICE LUMP SUM</u>
<u>COVERED</u>		
Option No. 1	08/01/06 – 07/31/07	\$ <u>7,422,089</u> (From Spreadsheet 4)
Option No. 2	08/01/07 – 07/31/08	\$ <u>7,496,230</u> (From Spreadsheet 5)
Award-Term Period 1	08/01/08 – 02/28/09	\$ <u>4,398,062</u> (From Spreadsheet 6)
Award-Term Period 2	03/01/09 – 09/30/09	\$ <u>4,428,943</u> (From Spreadsheet 7)
Award-Term Period 3	10/01/09 – 04/30/10	\$ <u>4,435,650</u> (From Spreadsheet 8)
Award-Term Period 4	05/01/10 – 11/30/10	\$ <u>4,489,550</u> (From Spreadsheet 9)
Award-Term Period 5	12/01/10 – 07/31/11	\$ <u>5,123,946</u> (From Spreadsheet 10)

3. LIMITATION OF FUNDS

A. Of the total price of the services identified as lump sum, the sum of \$ 1,000,000 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

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

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

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

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

(End of Clause)

4. PERIOD OF PERFORMANCE

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

<u>Option/ Award-Term Period No.</u>	<u>Period of Performance</u>
1	August 1, 2006 – July 31, 2007
2	August 1, 2007 – July 31, 2008
Award Term 1	August 1, 2008 – February 28, 2009
Award Term 2	March 1, 2009 – September 30, 2009
Award Term 3	October 1, 2009 – April 30, 2010
Award Term 4	May 1, 2010 – November 30, 2010
Award Term 5	December 1, 2010 – July 31, 2011

(End of Clause)

5. PLACE OF PERFORMANCE

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

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

(End of Clause)

6. INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

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

<u>PERIOD</u>		<u>IDIQ Dollars</u> Min/Max Range
Base Year A	08/01/03 – 07/31/04	\$400,000/\$12,000,000
Base Year B	08/01/04 – 07/31/05	\$400,000/\$12,000,000
Base Year C	08/01/05 – 07/31/06	\$400,000/\$12,000,000
Option No. 1	08/01/06 – 07/31/07	\$400,000/\$12,000,000
Option No. 2	08/01/07 – 07/31/08	\$400,000/\$12,000,000
Award-Term Period 1	08/01/08 – 02/28/09	\$233,333/\$7,000,000
Award-Term Period 2	03/01/09 – 09/30/09	\$233,333/\$7,000,000
Award-Term Period 3	10/01/09 – 04/30/10	\$233,333/\$7,000,000
Award-Term Period 4	05/01/10 – 11/30/11	\$233,333/\$7,000,000
Award-Term Period 5	12/01/11 – 07/31/11	\$266,666/\$8,000,000

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

(End of Clause)

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

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

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

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

Life, accident and health insurance and sick leave programs, 22 percent of basic hourly rate.

2. Holidays

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

3. Vacation or Paid Leave

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

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

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

(End of Clause)

30. **TECHNICAL DIRECTION**

- A. Performance of the work under this GSA Order is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical

31. KEY PERSONNEL AND FACILITIES

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

<u>KEY PERSONNEL:</u>	<u>POSITION/TITLE</u>
(b)(4)	
<u>FACILITIES:</u> N/A	

(End of Clause)

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

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

TERMINATION CLEARANCE

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

(End of clause)

36. ASBESTOS MATERIAL

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

(End of clause)

37. SECURITY REQUIREMENTS

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

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