

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 000017 See Block 16C See Schedule

6. ISSUED BY CODE MSFC 7. ADMINISTERED BY (If other than Item 6) CODE MSFC
 NASA/Marshall Space Flight Center
 PS33/LaChandra Lawhorn
 Office of Procurement
 Marshall Space Flight Center AL 35812
 NASA/Marshall Space Flight Center
 PS33/LaChandra P. Lawhorn
 Office of Procurement
 Phone: 256-544-6710
 Email: lachandra.p.lawhorn@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 DELTA-CRITIQUE JOINT VENTURE (x)
 3520 GENERAL DEGAULLE DR STE 506
 NEW ORLEANS LA 70114-4027 9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. X NNM08AA28C
 10B. DATED (SEE ITEM 13) 04/23/2008
 CODE 3D8B2 FACILITY CODE

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: (e) 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 ACKNOWLEDGEMENT 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)
 See Schedule

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

CHECK ONE
 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).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1 Changes (Firm-Fixed Price) and 43.103 (a) Mutual Agreement of Both
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 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 modification is to provide for:
 1. Extension of the period of performance for Contract NNM08AA28C for 6 months. The period of performance for this effort under IDIQ Task Order NNM14AA01T is December 1, 2013 through May 31, 2014.
 2. Six one month options to potentially extend the period of performance through November 30, 2014.
 3. The current contract value is thereby increased in the amount of (b)(4) from (b)(4)
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15C. DATE SIGNED 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (b)(4) 27 Nov 2013 Ketela K Helton 12-01-13
 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM08AA28C/000017

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NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>4. Delete Alabama Wage and Determination No.:2005-2007 Revision No.:16 Date of Revision:June 13, 2012 in its entirety and Incorporate Wage and Determination No.:2005-2007 Revision No.:17 Date of Revision:June 19, 2013</p> <p>5. Delete Louisiana Wage and Determination No.: 2005-2233 Revision No.:15 Date of Revision:June 13, 2012 in its entirety and Incorporate Wage and Determination No.:2005-2233 Revision No.:16 Date of Revision:June 19, 2013</p> <p>6. Update MSFC Clause 52.204-90 Contractor Employee Badging and Employment Termination Clearance Clause (SEP 2013)</p> <p>7. Update Personal Identity Verification of Contractor Personnel clause (FAR 52.204-9) (JAN 2011)</p> <p>8. Delete Performance Work Statement (PWS) in its entirety for Basic Contract NNM08AA28C, Deltha-Critique Joint Venture (DCJV) and replace to reflect DPD deletion</p> <p>9. Update Data Procurement Document(s) Data Requirement Description (DPD) 1185 with Revision(C) for Basic Contract NNM08AA28C Center-Wide Administrative Support Services</p> <p>10. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indication change:</p> <p>B.1 Supplies and/or services to be furnished F.2 Period of Performance G.6 MSFC 52.204-90 Contractor Employee Badging and Employment Termination Clearance (SEP 2013) G.7 Personal Identity Verification of Contractor Personnel (FAR25.204-9) (JAN 2011) Attachment J-1 PWS Attachment J-3 DPD Wage and Determination 2005-2007 Wage and Determination 2005-2233</p> <p>11. Contractor's Statement of Release:</p> <p>In consideration of the modification agreed to herein as complete equitable adjustment for the Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM08AA28C/000017

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NAME OF OFFEROR OR CONTRACTOR
DELTA-CRITIQUE JOINT VENTURE

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Modification 17 Contractor Proposal: NNM08AA28C Proposal Dated: November 13, 2013</p> <p>12. Except as provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification: Supplemental Agreement for work within scope</p> <p>Payment Terms: Net 30 days</p> | | | | |

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled “Center-wide Administrative Support (CAS)” services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled “Task Order Summary,” by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government’s obligation is limited to payment of the minimum.

| | Minimum Quantity | Maximum Quantity | Total Potential Contract Value |
|----------------------------|-------------------------|-------------------------|---------------------------------------|
| Contract Periods | Est. Price | Est. Price | |
| Base Year (Yr 1) | (b)(4) | | \$4,632,502 |
| Option 1 (Yr 2) | | | \$5,097,573 |
| Option 2 (Yr 3) | | | \$5,721,649 |
| Option 3 (Yr 4) | | | \$5,815,422 |
| Option 4 (Yr 5) | | | \$6,526,570 |
| Six Month Extension | | | (b)(4) |
| Six Month Extension | | | |
| Option 6 | | | |
| Option 7 | | | |
| Option 8 | | | |
| Option 9 | | | |
| Option 10 | | | |
| Option 11 | | | |

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government’s right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

| | Travel/Training Costs |
|----------------------------|-----------------------|
| Contract Periods | |
| Base Year (Yr 1) | (b)(4) |
| Option 1 (Yr 2) | |
| Option 2 (Yr 3) | |
| Option 3 (Yr 4) | |
| Option 4 (Yr 5) | |
| Six Month Extension | |
| Six Month Extension | |
| Option 6 | |
| Option 7 | |
| Option 8 | |
| Option 9 | |
| Option 10 | |
| Option 11 | |

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled “Contractor Fully Burdened Labor Rate Inclusive of Profit.”

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled “Performance Requirements Summary.” The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in “a. Quality Performance Deductions” and “b. Program Management Performance Deductions.”

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor’s performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government’s semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government’s evaluation reports, or by other means.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

| <u>Clause Number</u> | <u>Title</u> | <u>Date</u> |
|----------------------------|--------------|-------------|
| None Included by Reference | | |

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

| <u>Clause Number</u> | <u>Title</u> | <u>Date</u> |
|----------------------------|--------------|-------------|
| None Included by Reference | | |

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009. The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

| <u>Contract Periods</u> | <u>Period of Performance</u> |
|-------------------------|--|
| Option 1 | June 1, 2009 through May 31, 2010 |
| Option 2 | June 1, 2010 through May 31, 2011 |
| Option 3 | June 1, 2011 through May 31, 2012 |
| Option 4 | June 1, 2012 through May 31, 2013 |
| Six Month Extension | June 1, 2013 through November 30, 2013 |
| Six Month Extension | December 1, 2013 through May 31, 2014 |
| Option 6 | June 1, 2014 through June 30, 2014 |
| Option 7 | July 1, 2014 through July 31, 2014 |
| Option 8 | August 1, 2014 through August 31, 2014 |
| Option 9 | September 1, 2014 through September 30, 2014 |
| Option 10 | October 1, 2014 through October 31, 2014 |
| Option 11 | November 1, 2014 through November 30, 2014 |

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract on-site at the Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation facility services
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of Clause)

G.6 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (SEP 2013)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF). Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Representative (COR) or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal or MAF. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone or MAF access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting MSFC or MAF access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC or MAF and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 180-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed COR or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require access to the Center process out using the electronic MSFC Integrated Service Management (MISM) system and turn in their badge to the MSFC or MAF Protective Services Badging Office. An electronic PIV Employee Termination Request must also be submitted.

(e) Questions on how to access the PIV and MISM systems shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

G.7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(FAR 52.204-9) (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor

shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

[END OF SECTION]

**ATTACHMENT J-1
CENTER-WIDE ADMINISTRATIVE SUPPORT (CAS) SERVICES PERFORMANCE
WORK STATEMENT (PWS)**

Introduction

This Performance Work Statement (PWS) describes the Center-wide Administrative Support (CAS) services to be provided at the George C. Marshall Space Flight Center (MSFC) and other Government-provided facilities specified elsewhere in the contract. The Contractor shall provide all personnel, except as stated otherwise, required to deliver the services described herein.

Objective

The objective of this contract is to provide professional administrative support services to MSFC as described in the Work Breakdown Structure (WBS) tree, below. These WBS reference numbers shall be specified in task orders issued in accordance with the Task Order Procedures clause of the basic contract (Clause H.4).

- 1.0 Program Management
 - 1.1 Contractor Quality Control
 - 1.2 Management and Administration
 - 1.3 Resources Management
 - 1.4 Safety, Health, and Environmental
 - 1.5 Security Requirements
 - 1.6 Government Property Management

- 2.0 Core Administrative Services
 - 2.1 Secretary I
 - 2.2 Secretary II
 - 2.3 Secretary III
 - 2.4 Data Entry Operator II
 - 2.5 Personnel Assistant II
 - 2.6 Personnel Assistant III

- 3.0 Intermittent Support Services
 - 3.1 Court Reporter
 - 3.2 Paralegal/Legal Assistant I
 - 3.3 Paralegal/Legal Assistant II
 - 3.4 Paralegal/Legal Assistant III
 - 3.5 Paralegal/Legal Assistant IV

1.0 Program Management – The Contractor shall provide all necessary program management and key personnel required for effective direction, performance, and control of this effort. This includes providing the management for planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all tasks described in this Performance Work Statement.

1.1 Contractor Quality Control

The Contractor shall ensure quality of the work associated with the performance of this contract. The Contractor shall evaluate the entire scope of operations, assign a level of importance, and implement an effective quality control program.

1.2 Management and Administration

The Contractor shall report and document this work and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1185 (Attachment J-3). The Contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.

The Contractor shall provide program management and on-site supervision of services performed to satisfy the requirements of this contract. Program management functions shall include, but are not limited to, handling all employment matters relating to Contractor employees and ensuring that the Contractor employee relationship with NASA Government Employees is not characterized as an employer-employee relationship, and that all delivered services meet the performance standards identified in the contract and task order. The first task order issued against each base and option year period under the contract will encompass all associated Program Management hours for that period of performance. A work progress system shall be established and maintained by the Contractor in such depth and sufficient detail to provide status of tasks. The Contractor shall prepare and deliver a monthly technical progress report in accordance with DRD 1185MA-002. The Contractor shall prepare and deliver a Management Plan in accordance with DRD 1185MA-001.

1.3 Resources Management

The Contractor shall manage the labor, material, and other resources necessary to perform the work required by this contract. Because of the nature of NASA work and organizational structure, the Contractor shall maintain working shifts to support programs and/or organizations as required. Additionally, the Contractor shall provide continuity of administrative support service when there is an absence of its employees for any reason. The Contractor shall determine the workload of Contractor employees based on needs of the requiring organization.

1.4 Safety, Health, and Environmental

The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevents employee fatalities, (2) reduces the number of incidents, (3) reduces the severity of employee injuries and illnesses, and (4) protects the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1185SA-001. The SHE Plan shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort:

- a. Management leadership and employee involvement.
- b. System and worksite analysis.
- c. Hazard prevention and control.
- d. Safety, health and environmental training.

The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Office in accordance with DRD 1185SA-002. The Contractor shall submit direct to the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1185SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

1.5 Security Requirements

Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to entities not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.

All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the COTR.

No Contractor employee will be admitted to the worksite unless they furnish satisfactory proof of U.S. citizenship or, if an alien, proof that their residence within the United States is legal.

For Contractor personnel working in sensitive positions, with access to Government Employee Information, i.e., Personnel and/or Payroll Files, favorable personal background checks are required in compliance with DRD 1185MA-005; and Organizational Conflict of Interest (OCI) Avoidance Plan in accordance with DRD 1185MA-006 (see Clause H.3).

1.6 Government Property Management

The Contractor shall establish, implement, and maintain an inventory control system to track and control all Government furnished, contractor operated property. The Contractor shall comply with the Government property clauses specified elsewhere in the contract. The Contractor shall prepare and maintain a report identifying and listing all equipment, tools, etc., provided by the Government for use by the Contractor in the performance of contracted effort, and for which the Contractor has been given physical custody. This report shall be prepared and maintained in accordance with DRD 1185LS-001.

2.0 Core Administrative Services

The Contractor shall provide administrative support services, to include backup and temporary support, center-wide in the areas of clerical, desktop processing, and records maintenance. Positions stated below shall be proficient in desktop processing to support data processing such as, but not limited to, data entry and retrieval, word processing, presentation graphics, spreadsheets, viewgraphs, and reports. The Contractor shall maintain and provide these services utilizing MSFC Windows based applications such as, but not limited to, Microsoft Excel, Microsoft Word, Microsoft Power Point and other desktop processing software as required. Data may be received in any of the following forms – raw data, handwritten, typed, clip art, clipped publication, paper, and/or electronic.

In addition, the Contractor shall, in accordance with Office of Personnel Management, Code of Federal Regulations, Title 5 U.S. Code, Part 293, NASA NPR 1441.1 Records Retention Schedule, Privacy Act, and/or other regulatory requirements, establish, review, and maintain office files/records on civil service personnel, action documents, employment verifications, correspondence, and provide copies upon request. In those instances where no system exists, the Contractor shall determine and implement record/file systems most conducive for prompt retrieval, considering type of materials, flow/processes; and extent of use.

The Contractor shall provide back-up office support on an as needed basis, which includes out-of-office support in the short-term absence of civil servant and CAS Contractor clerical personnel. This support is intended to provide coverage for unforeseen daily absences of administrative support personnel (i.e. short-term sick leave, emergency family leave, jury duty, etc.). Coordination of this support will be done through the Program Manager and COTR.

The Contractor shall provide pre-approved temporary support on an as needed basis, not to exceed 120 work days with a provision to extend support for an additional 120 work days to cover Contractor positions that experience scheduled leave of absences (i.e., maternity leave, medical leave, family leave, etc.). The Contractor shall work independently, receiving a minimum of detailed instruction and guidance. The Contractor shall perform varied clerical and administrative duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

2.1 Secretary I

The Contractor shall provide support to second line supervisors, managers, and branch offices. Duties include: telephone communications, recording time and attendance, receive visitors, maintain calendars, arrange for meetings and conference rooms, review documents for accuracy, maintain and order supply inventory, process shipping request, disseminate mail, assist with safety program (including Supervisors Safety Web Page entry), arrange and process travel, create/maintain office files, follow through with specific assignments, and follow all applicable NASA/MSFC standard operating procedures.

2.2 Secretary II

The Contractor shall provide support to first line supervisors, division, and lab offices. At this level the Contractor handles differing situation, problems, and deviations in office work and is given general instructions, priorities, duties, and policies. Duties include: Secretary I level; screening telephone calls, visitors, and incoming correspondence; determine which requests should be handled by the appropriate staff; prepare routine correspondence; prioritize meetings for calendars; review outgoing material for consistency with established processes and procedures; collect/compile information; and explain supervisor requirements concerning office procedures to staff.

2.3 Secretary III

The Contractor shall provide support to the Center level offices. At this level the Contractor uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets, and adapts guidelines. Duties include: Secretary I and II levels; anticipate and prepare materials needed for conferences, correspondence, appointments, meetings; telephone calls; read publications, regulations, and directives and take action; reply to special inquires; prepare special one-time reports; and relay new procedures to staff.

2.4 Data Entry Operator II

The Contractor shall provide data entry support to process NASA resumes into an automated system, NASA STARS. The Contractor shall process "quick apply" forms as applicants apply for consideration for NASA vacancies. The Contractor shall maintain electronic and manual files. Duties shall include: data entry, telephone messaging, reports distribution, general administrative and automated support.

2.5 Personnel Assistant II

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, general database software applications, workforce tracking support, processing Standard Form 52 personnel actions, personnel records, and recruiting support. In order to effectively support this WBS, use/knowledge of Windows based computer applications such as, but not limited to, Microsoft Word, Microsoft Excel, Microsoft Project, and Microsoft PowerPoint is required. The

Contractor shall input data into the training system, SATERN and the Federal Personnel and Payroll System (FPPS). Instruction and pre-established guidelines to perform the SATERN and the FPPS functions are available to the Contractor.

2.6 Personnel Assistant III

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, Personnel Assistant II level, requires a good working knowledge of personnel procedures, guides, and precedents, and requires advanced experience and knowledge of software packages. This assistant may perform some clerical work.

3.0 Intermittent Support Services

The services delineated below will be short-term in nature and will be required on an intermittent basis to support MSFC Office of Chief Counsel.

3.1 Court Reporter

The Contractor shall provide support to record examination, testimony, judicial opinions, or other proceedings for a court of law by machine shorthand. The Contractor shall read portions of transcript during depositions on request and ask speakers to clarify inaudible statements. The Contractor shall transcribe recorded material, using office automation.

3.2 Paralegal/Legal Assistant I

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Legal Assistant shall perform a variety of legal duties in an office providing legal assistance to attorneys or litigation teams. The Paralegal Assistant analyzes the legal impact of legislative developments and administrative and judicial decisions, opinions, determinations, and rulings, conducts research for the preparation of legal opinions on matters of interest; performs substantive legal analysis of requests for information under the provisions of various acts; or other similar legal support functions which require discretion and independent judgment in the application of specialized knowledge of laws, precedent decisions, regulations, agency policies, and judicial or administrative proceedings. Such knowledge is less than that represented by graduation from a recognized law school and may have been gained from formalized, professionally instructed agency, educational institution training, or from professionally supervised on-the-job training. While the paramount knowledge requirements of this occupational class are legal, some positions may also require a practical knowledge of subject matter areas related to the agency's programs.

The Paralegal/Legal Assistant I shall work under close supervision with required assistance readily available. Contractor support shall perform the following:

- a. Consult prescribed sources of information for facts relating to matters of interest to the program;

- b. Review documents to extract selected data and information relating to specific items;
- c. Review and summarize information in prescribed format on case precedent and decisions;
- d. Search and extract legal references in libraries and computer-data banks:

3.3 Paralegal/Legal Assistant II

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant II level includes Paralegal/Legal Assistant I duties and the following additional tasks:

- a. Review case materials to become familiar with questions under consideration;
- b. Searches for and summarizes relevant articles in trade magazines, law reviews, published studies, financial reports, and similar materials for attorneys use in the preparation of opinions, briefs, and other legal documents;
- c. Prepares digests of selected decisions or opinions which incorporate legal references and analyses of precedents involved in areas of well-defined and settled points of law;
- d. Interviews potential witnesses and prepares summary interview reports for the attorney's review;
- e. Participates in pre-trial witness conferences, notes possible deficiencies in case materials (e.g., missing documents, conflicting statements) and additional issues or other questionable matters, and requests further investigation by other agency personnel to correct possible deficiencies or personally conducts limited investigations at the pre-trial stage;
- f. Prepares and organizes trial exhibits as required, such as statistical charts and photographic exhibits;
- g. Verifies citations and legal references on prepared legal documents;
- h. Prepares summaries of testimony and depositions;
- i. Drafts and edits non-legal memoranda, research reports and correspondence relating to cases.

3.4 Paralegal/Legal Assistant III

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant III level includes Paralegal/Legal Assistant II duties and, participates in the substantive development of cases and the following additional tasks:

- a. Analyzes and evaluates case files against litigation worthiness standards;
- b. Notes and corrects case file deficiencies (e.g., missing documents, inconsistent material, leads not investigated) before sending the case on to the concerned trial attorney;
- c. Reviews and analyzes available precedents relevant to cases under consideration for use in preparing case summaries to trial attorneys;
- d. Gathers, sorts, classifies, and interprets data to discover patterns of possible discriminatory activity;
- e. Interviews relevant personnel and potential witness to gather information;
- f. Reviews and analyzes relevant statistics;
- g. Performs statistical evaluations such as standard deviations, analyses of variance, means, modes, and ranges as supporting data for cases litigation;
- h. Consults with statistical experts on reliability evaluations;
- i. May be required to testify in court concerning relevant data.

3.5 Paralegal/Legal Assistant IV

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant IV level includes Paralegal/Legal Assistant III duties, assists in the evaluation, development, and litigation of cases, and performs the following duties:

- a. Examines and evaluates information in case files, for case litigation worthiness and appropriate titles of law;
- b. Determines the need for additional information, independent surveys, evidence, and witnesses, and plans a comprehensive approach to obtain this information;
- c. Through on-site visits, interviews and review of records on operations, looks for and evaluates the relevance and worth of evidence;

- d. Selects, summarizes, and compiles comparative data to examine and evaluate respondent's deficiencies in order to provide evidence of illegal practices or patterns;
- e. Reviews economic trends and forecasts at the national and regional level to evaluate the impact of successful prosecution and potential remedial provisions of ongoing investigations and litigation;
- f. Identifies types of record keeping systems and types of records maintained which would be relevant. Gathers, sorts, and interprets data from various record systems including computer information systems;
- g. Interviews potential witnesses for information and prepares witnesses for court appearances;
- h. Develops statistics and tabulations, such as standard deviations, regression analyses, and weighting, to provide leads and supportive data case litigation. Prepares charts, graphs, and tables to illustrate results;
- i. Analyzes data, develops recommendations and justifications for the attorney(s) who will take the matter to court. Continues to work with the attorney(s) during the progress of the case, obtaining and developing further evidence and exhibits, providing administrative assistance, and maintaining custody of exhibits, documents, and files;
- j. May appear in court as a witness to testify concerning exhibits prepared supporting plaintiff's case.