

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ NO

5. PROJECT NO (If applicable)

000040

NOV 19 2010

6 ISSUED BY

CODE

MSFC

7 ADMINISTERED BY (If other than Item 6)

CODE

MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

8 NAME AND ADDRESS OF CONTRACTOR (No. street county, State and ZIP Code)

URS FEDERAL TECHNICAL SERVICES, INC.
4732 RIGHTOUT ROAD MSFC
HUNTSVILLE AL 35812-0001

(x) 9A. AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO
NNM08AA54C

10B DATED (SEE ITEM 13)

CODE 3GJJD0

FACILITY CODE

05/29/2008

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 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.

t2. 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 Clause 52.243-1

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, x is required to sign this document and return 2 copies to the issuing office

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

Prev Amt: \$37,659,089.56

This Mod: \$ 0.00

Rev Amt: \$37,659,089.56

Current FFP Value

Prev Amt: \$46,973,125.20

This Mod: \$ 0.00

Rev Amt: \$46,973,125.20

Continued ...

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)

Dennie Crowl

John A Busbey

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

16B UNITED STATES OF AMERICA

16C DATE SIGNED

[Signature]
(Signature of person authorized to sign)

11/19/2010

[Signature]
(Signature of Contracting Officer)

NOV 19 2010

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
NNM08AA54C/000040

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
URS FEDERAL TECHNICAL SERVICES, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)										
	<p>Current IDIQ Value</p> <p>Prev Amt: NTE \$68,000,000.00 This Mod: \$ 0.00 Total Amt: NTE \$68,000,000.00</p> <p>Current Contract Value</p> <p>Prev Amt: \$114,973,125.00 This Mod: \$ 0.00 Rev Amt: \$114,973,125.20</p> <p>Potential Contract Value</p> <p>Prev Amt: \$196,430,658.18 Mod: \$ 0.00 Total Amt: \$196,430,658.18</p> <p>1. The purpose of this modification is to: (1) replace MSFC Clause 52.204-90 "Contractor Employee Badging and Employment Termination Clearance", AUG 2010 (2) delete MSFC 52.223-93 "Advanced Notification of Contractor Employee Discipline or Involuntary Termination" (Feb 2008) and (3) incorporate MSFC Clause 52.223-95, "Prevention of and Response to Threatening Behavior in the Workplace" August 24, 2010.</p> <p>2. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.</p> <table border="0"> <tr> <td>Page Added</td> <td>Page Deleted</td> </tr> <tr> <td>Section G</td> <td>Section G</td> </tr> <tr> <td>1 of 8 (Mod 40)</td> <td>1 of 8 (Mod 33)</td> </tr> <tr> <td>Section H</td> <td>Section H</td> </tr> <tr> <td>Page 22 of 24 (40)</td> <td>Page 22 of 24 (Basic)</td> </tr> </table> <p>3. Contractor's Statement of Release</p> <p>Continued ...</p>	Page Added	Page Deleted	Section G	Section G	1 of 8 (Mod 40)	1 of 8 (Mod 33)	Section H	Section H	Page 22 of 24 (40)	Page 22 of 24 (Basic)				
Page Added	Page Deleted														
Section G	Section G														
1 of 8 (Mod 40)	1 of 8 (Mod 33)														
Section H	Section H														
Page 22 of 24 (40)	Page 22 of 24 (Basic)														

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 NNM08AA54C/000040

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 URS FEDERAL TECHNICAL SERVICES, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification NNM08AA54C Modification 40</p> <p>Contractor Proposal Number: N/A</p> <p>All other terms and conditions remain unchanged</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Other Administrative Action</p>				

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.223-71	Frequency Authorization	Dec 1988

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None incorporated by reference

(End of Clause)

**G.2 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT
TERMINATION CLEARANCE(MSFC 52.204-90) (AUG. 2010)**

(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. 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 Technical Representative (COTR) or the Alternate COTR 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. 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 access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone 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 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 179-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 Contracting Officer Technical Representative (COTR) or the Alternate COTR 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 Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," or MSFC Form 383-3, "Michoud Assembly Facility (MAF) Contractor Employee Clearance Form", when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 383-1 and 383-3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

G.3 INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY AVAILABLE FOR USE UNDER THIS CONTRACT

A. Available Government Property.

1. In performance of work under this contract, certain Government property identified in the contract shall be made available "as is" to the Contractor on a no-charge-for-use basis by the installation's Logistics Services Office. That property shall be utilized in the performance of this contract at the installation that provided the property or at such other installations or locations as may be specified elsewhere in this contract. Under this clause, the Government retains accountability for, as well as title to, the property, and the Contractor assumes Installation equipment user responsibilities. All equipment users shall report any missing or untagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the cognizant property custodian; notify the cognizant property custodian, supervisor, and the Manager, Protective Services Office (AS50) immediately if theft, damage, or loss of Government, company, or personal property is suspected; ensure that

such equipment is used only in pursuit of approved NASA programs and projects; identify equipment not being actively used in pursuit of approved NASA programs and projects; ensure that equipment is turned into the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of Installation Accountable Property. The Contractor will retain all responsibilities including notifying cognizant property custodians of all changes in status associated with said equipment. The official accountable record keeping and financial control and reporting of the property subject to this clause shall be retained by the Government and accomplished by the Logistics Services Department and Office of Chief Financial Officer.

2. The delivery or performance dates for this contract are based upon the expectation that Government property suitable for use (except for general purpose property which is furnished "as is") will be available to the Contractor in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

B. Changes in Available Special Purpose Equipment (SPE)

1. The CO may, by written notice, (i) decrease the available SPE under this contract, or (ii) substitute other SPE made available by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the CO may direct regarding the removal, shipment, or disposal of the property covered by such notice.
2. Upon the Contractor's written request, the CO shall make an equitable adjustment to the contract, if the Government has agreed in the contract to make the property available for performing this contract and there is any (i) decrease or substitution in this property pursuant to subparagraph B.1. of this clause; or (ii) withdrawal of authority to use this property, if provided under any other contract or lease.

C. Title in Government Property

1. The Government shall retain title to all Government property.
2. Title to all material shall pass to and vest in the Government upon commencement of processing of the material or its use in contract performance.

- D. Use of Government Property.** The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the CO.

- E. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- F. Loss, Damage, or Destruction of Government Property. Recommendations concerning the loss, damage, or destruction of property made by the NASA Property Survey Board will be forwarded to the Contracting Officer for appropriate administrative action.

(End of clause)

**G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(DEVIATION) (NFS 1852.245-71) (SEPTEMBER 2007)**

- (A) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (B)(1)(d). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual
NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements
NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

- (B)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (a) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
 - (b) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
 - (c) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
 - (d) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- (C) The following property and services are provided if checked.
- (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
 - (2) Office furniture "as-is."
 - (3) Property listed in Attachment J-8.
- (ii) 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.
 - (iii) 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.

- (4) Supplies from stores stock.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: MSFC & Facilities noted in J-8 & J-27.
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.
- (12) Shipping and Receiving services, during normal operating hours, for use under this contract.

(End of clause)

G.5 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

- (A) Performance of the work under this contract 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 direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Attachment J-1 of this contract.
- (B) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
 - (1) Constitutes an assignment of additional work outside the Performance Work Statement;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or

- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (C) All technical direction shall be issued in writing by the COTR.
- (D) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (E) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (F) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G. 6 SUBMISSION OF REQUESTS FOR PROGRESS PAYMENTS (NFS 1852.232-82) (MAR 1989)

The Contractor shall request progress payments in accordance with the Progress Payments clause by submitting to the Contracting Officer an original and two copies of Standard Form (SF) 1443, Contractor's Request for Progress Payment, and the contractor's invoice (if applicable). The Contracting Officer's office is the designated billing office for progress payments for purposes of the Prompt Payment clause.

(End of Clause)

**G.7 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION)
(NFS 1852-245-82) (SEPTEMBER 2007)**

- (A) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:
- (1) NPD 8800.14, Policy for Real Property Management.
 - (2) NPR 8831.2, Facility Maintenance Management
- (B) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- (C) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (D) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

[END OF SECTION]

H.29 REQUIREMENTS FOR THE PROTECTION OF INFORMATION AND INFORMATION TECHNOLOGY ASSETS

This contract contains NFS 1852.204-76 Security Requirements for Unclassified Information Technology Resources. This clause specifies the contractor's responsibilities for the protection of information and information technology resources. Paragraph (b) of NFS 1852.204-76 clause identifies technical security requirements that NASA requires for the protection of information and information technology.

A determination has been made that the requirements of this contract may not require the delivery of the documentation and technical information specified in paragraph (b) of NFS 1852.204-76. Therefore, in accordance with paragraph (d) of NFS 1852.204-76, the contractor may request that the Contracting Officer waive the requirements of paragraph (b) provided that the contractor provides such request in writing and that such request provide all necessary rationale to substantiate the justification. This request shall be submitted to the Contracting Officer within 30 days of contract award. Upon receipt of this request, the Contracting Officer will forward this request for waiver to the MSFC Information Technology Security Manager for a final decision. The Contracting Officer will inform the requestor within 30 days whether the waiver has been approved or denied and shall maintain all documentation related to this determination in an appropriate location

(End of clause)

H.30 PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (MSFC 52.223-95) (AUGUST 24, 2010)

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of Clause)

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