

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center PS33/Wayne Harmon phone: (256) 544-5336 fax: (256) 544-8993 email: wayne.t.harmon@nasa.gov	CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
			10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5	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: (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.

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 43.103(a)(3) and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, 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.)

1. The purpose of this modification is to:

(a) incorporate MSFC 52.223-95, Prevention of and Response to Threatening Behavior in the Workplace (August 24, 2010) as clause H.23;

(b) incorporate MSFC 52.223-95 in clause H.19, Applicability of Section Clauses to Subcontracts; and

(c) update the list of Key Personnel in H.6, Key Personnel and Facilities, (1852.235-71) (Mar 1989).

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) Allison Braun / Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wayne T Harmon	
15B. CONTRACTOR/OFFEROR Allison Braun (Signature of person authorized to sign)	15C. DATE SIGNED 10/29/2010	16B. UNITED STATES OF AMERICA Wayne T Harmon (Signature of Contracting Officer)	16C. DATE SIGNED Oct 29 2010

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pages H-3, H-9, and H-15 have been modified to reflect the changes made in paragraph 1 above. Slip sheets to the contract are provided with sidebars indicating change.</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. The contract value remains unchanged at \$128,585,954.00.</p>				

H.5 EXPORT LICENSES. (1852.225-70) (FEB 2000) -- ALTERNATE I (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
- (e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b) (3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

H.6 KEY PERSONNEL AND FACILITIES. (1852.235-71) (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. 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 contract.
- (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 that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



(End of clause)

H.19 APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Performance Work Statement of this contract, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following contract clauses will be incorporated in any such subcontract(s) where the type of subcontract, or work to be performed, could make the clause applicable. Such inclusion shall be in addition to the flow-down of FAR/NFS/MSFC clauses required by those clauses.

- B.4 Allowable Items of Cost
- B.5 Premium for Scheduled Overtime
- B.7 Contract Extension Resulting from Protests
- E.1 Inspection of Supplies - Cost-Reimbursement
Inspection of Services - Cost-Reimbursement
- G.1 New Technology
- G.4 Designation of New Technology Representative and Patent Representative.
- G.7 Installation-Accountable Government Property
- G.8 Financial Reporting of NASA Property in the Custody of Contractors
- G.16 Contractor Employee Badging and Employment Termination Clearance
- G.18 Statement of Equivalent Rates For Federal Hires
- H.2 Mitigation of Organizational Conflicts Of Interest (OCI)
- H.3 Limitation of Future Contracting
- H.7 Observance of Legal Holidays
- H.12 Reserve Gate Procedures/ One-Gate Plan
- H.13 Asbestos Material
- H.15 Hazardous Material Reporting
- H.16 Environmental - General Clause
- H.18 Excluded Functions and Responsibility
- H.23 Prevention of and Response to Threatening Behavior in the Workplace
- I.1 Safety and Health
Emergency Evacuation Procedures
Frequency Authorization
Drug-Free Workplace
Employment Eligibility Verification

(End of clause)

H.20 ASSOCIATE CONTRACTOR AGREEMENTS

- (a) In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR), the means for coordination and exchange of information with multiple onsite MSFC contractors. The purpose of this clause is to facilitate cooperation among MSFC services contractors in providing support for accomplishing MSFC's mission. The Contractor Agreements contemplated by this clause, established within 180 calendar days after contract award, will be added by contract modification to this paragraph as required without any other adjustment to the contract value, requirements, or terms and conditions of this contract.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

1. Contractor to conduct annual self-assessment and assign numerical score to each element.
2. Contractor self assessments will address compliance with their approved Safety and Health Plan.
3. Contractor to have self-assessment validated by CO/COTR and Industrial Safety Branch.
4. On an annual basis, the CO will apply contract incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination annually for items requested in paragraph 6 that are not reported. *(Also, see paragraph 7 below.)*

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment J-6. The Safety Performance Evaluation Summary is also located at Attachment J-6.

6. SAFETY METRIC REPORTING.

The contractor shall report safety metrics to the extent specified in the contract.

7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of clause)

H.23 MSFC 52.223-95 PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (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)

[END OF SECTION]