

2. AMENDMENT/MODIFICATION NO. 000064
 3. EFFECTIVE DATE DEC 12 2012
 4. REQUISITION/PURCHASE REQ. NO. 4200458344
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE MSFC
 7. ADMINISTERED BY (If other than Item 6) CODE MSFC

NASA/Marshall Space Flight Center
 Office of Procurement
 Marshall Space Flight Center AL 35812
 NASA/Marshall Space Flight Center
 PS33/Kimberly N. Williams
 phone: (256) 544-1580
 fax: (256) 544-8993
 email: Kimberly.n.williams@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 DYNETICS TECHNICAL SERVICES INC.
 1002 EXPLORER BLVD
 HUNTSVILLE AL 35806-2806

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 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) Net Increase: \$2,054,216.00
 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 52.243-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Both
 X D. OTHER (Specify type of modification and authority)
 FAR 52.232-22, Limitation of Funds

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(s) of this modification are to:
 a) Provide incremental funding in the amount of \$2,054,216; thereby increasing the total funding allotted to this contract from \$183,708,839 to \$185,763,055; and

REQUISITION	AMOUNT
1 4200458344/2	\$2,112,378.00
2 Deob 4200456039	-\$ 58,162.00
TOTAL	\$2,054,216.00

b) Revise the anticipated fund through date from February 5, 2013 to February 21, 2013;
 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 Hoegivus Contracts Administrator
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams
 15B. CONTRACTOR/OFFEROR Allis Idats
 15C. DATE SIGNED 12/12/12
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED DEC 12 2012
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000064

PAGE OF
2 4

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. Pursuant to the Changes Clause, Revisions/highlights of all resulting administrative changes in this contract.</p> <p>3. The following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding Pages G-4 through G-12 - Update Property Clauses (JAN 2011) Page I-2 - Update to FAR Clause Incorporated by Reference 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (May 2012)</p> <p>4. Contractor's Statement of Release</p> <p>In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal 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 and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: NNM10AA03C Mod No. 64</p> <p>Contractor Proposal Numbers: N/A</p> <p>5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$183,708,839
This Action	\$0	\$2,054,216
New Amount	\$262,196,602	\$185,763,055

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status		
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base		
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base		
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base		
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base		
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised		
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised		
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised		
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised		
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised		
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised		
TOTAL						\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through February 21, 2013.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost Potential Fixed Performance Fee	(b)(4)		
Total Sum Allotted	\$183,708,839	\$2,054,216	\$185,763,055

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

- (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 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY.
(1852.245-70) (JAN 2011) -- ALTERNATE I (JAN 2011)**

- (a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.
- (b) (1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--
- (i) Justify the need for the property;
 - (ii) Provide the reasons why contractor-owned property cannot be used;
 - (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
 - (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
 - (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.
- (2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.
- (3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.
- (c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.
- (d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the Clause at FAR 52.245-1, *Government Property*, as incorporated in this contract.
- (e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.
- (1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.
- (i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the Contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

(End of clause)

G.7 INSTALLATION-ACCOUNTABLE GOVERNMENT ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JAN 2011) -- ALTERNATE I (JAN 2011)

(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)(iv). 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 the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1 (h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(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:

- (i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
- (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
- (iv) 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* (as incorporated in this contract), 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.

(3) Property listed in Attachment J-8.

(i) 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.

(ii) 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, See Attachment J-8.

(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.

(End of clause)

G.8 FINANCIAL REPORTING OF NASA PROPERTY OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (JAN 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Industrial Property Officer, AS41, Marshall Space Flight Center, AL, 35812, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

G.9 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (1852.245-74) (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have

a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA/George C. Marshall Space Flight Center
MSFC Central Receiving - Building 4631
MSFC, AL 35812

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

G.10 PROPERTY MANAGEMENT CHANGES. (1852.245-75) (JAN 2011)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator , prior to making the change whenever the change -

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(End of clause)

G.11 RESERVED

**G.12 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (1852.245-78)
(JAN 2011)**

- (a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.
- (1) The Contractor shall inventory:
 - (i) Items of property furnished by the Government;
 - (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
 - (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
 - (iv) Complete but undelivered deliverables.
 - (2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.
- (b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.
- (1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and
 - (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
 - (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.
 - (2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and, the Contractor provides written confirmation that the Government property exists in the recorded condition and location;
 - (3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.
- (c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall -
- (1) Provide a summary showing number and value of items inventoried; and
 - (2) Include additional supporting reports of:
 - (i) Loss in accordance with the Clause at 52.245-1, *Government Property*;

- (ii) Idle property available for reuse or disposition; and
 - (iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.
- (d) The Contractor shall retain all auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

**G.13 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION. (JAN 2011)
-- ALTERNATE I (JAN 2011)**

- (a) The Offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The Offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The Offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The Offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible contracting officer.
- (e) The Offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The Offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70.
- (g) The Offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive

information, identification numbers (when available), quantities required, and estimated unit costs.

- (h) Existing Government property may be reviewed at the following locations, dates, and times:
- (i) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The Offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, *Government Property* as included in this solicitation, are not applicable to this property. The Offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(End of provision)

G.14 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DECEMBER 1988)

- (a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.
- (b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.
- (c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

G.15 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (1852.245-82) (JAN 2011)

- (a) In addition to the requirements of the clause at FAR 52.245-1, *Government Property*, as included in this contract, 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)

G.16 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 2009)

(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). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to 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 383-1/3, "Contractor Employee Clearance Document," 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 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.17 CAPITAL ASSET TRACKING

In accordance with NASA Interim Directive NID-9250, dated September 30, 2007, the Contractor shall track, report, and separately identify capital assets as separate Work Breakdown Structure elements on the Contractor's monthly 533 reports. In addition, in accordance with NFS 1852.245-70, contractors shall obtain approval from the Contracting Officer prior to purchasing or beginning fabrication of any Plant Property and Equipment (PP&E) with an anticipated total acquisition cost greater than \$100,000, other than internal use software which has a capitalization threshold of \$1,000,000, that is not specifically identified in their contract. PP&E is defined as tangible assets, including land, that meet the following criteria: (1) have estimated useful lives of 2 years or more, (2) are not intended for sale in the ordinary course of operations, and (3) have been acquired or constructed with the intention of being used or being available for use by the entity.

(End of clause)

**G.18 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, (SCA) as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grades</u>	<u>Rates</u>
Accounting Clerk II	GS-04	12.85
Accounting Clerk III	GS-05	14.38
Administrative Assistant	GS-07	17.81
General Clerk I	GS-02	10.49
General Clerk II	GS-03	11.45
General Clerk III	GS-04	12.85
Data Entry Operator I	GS-02	10.49
Data Entry Operator II	GS-03	11.45
Order Clerk I	GS-02	10.49
Order Clerk II	GS-03	11.45
Production Control Clerk	GS-06	16.02
Personnel Assistant I	GS-04	12.85
Personnel Assistant II	GS-05	14.38
Personnel Assistant III	GS-06	16.02
Word Processor I	GS-03	11.45
Work Processor II	GS-04	12.85
Word Processor III	GS-05	14.38
Scheduler, Maintenance	GS-04	12.85
Secretary I	GS-04	12.85

Secretary II	GS-05	14.38
Secretary III	GS-06	16.02
Supply Technician	GS-07	17.81
Stock Clerk	WG-04	15.41
Librarian	GS-08	19.72
Library Aid/ Clerk	GS-03	11.45
Library Information Technology Systems Administrator	GS-07	17.81
Library Technician	GS-05	14.38
Media Specialist I	GS-04	12.85
Media Specialist II	GS-05	14.38
Media Specialist III	GS-06	16.02
Photographer I	GS-04	12.85
Photographer II	GS-05	14.38
Photographer III	GS-07	17.81
Photographer IV	GS-09	21.78
Photographer V	GS-11	26.35
Computer Operator I	GS-04	12.85
Computer Operator II	GS-05	14.38
Computer Operator III	GS-06	16.02
Computer Operator IV	GS-07	17.81
Computer Operator V	GS-08	19.72
Computer Programmer I	GS-05	14.38
Computer Programmer II	GS-07	17.81
Computer Programmer III	GS-09	21.78
Computer Programmer IV	GS-11	26.35
Computer Systems Analyst I	GS-09	21.78
Computer Systems Analyst II	GS-11	26.35
Computer systems Analyst III	GS-12	31.59
Peripheral Equipment Operator	GS-04	12.85
Personnel Computer Support Technician	GS-07	17.81
Technical Instructor	GS-07	17.81
Technician Instructor / Course Developer	GS-09	21.78
Electronics Technician Maintenance I	WG-08	19.29
Electronics Technician Maintenance II	WG-09	20.34
Electronics Technician Maintenance III	WG-10	21.27
Telecommunications Mechanic I	WG-10	21.27
Telecommunications Mechanic II	WG-11	22.19
Telephone Lineman	WG-10	21.27
Drafter/CAD Operator I	GS-04	12.85
Drafter/CAD Operator II	GS-05	14.38
Drafter/CAD Operator III	GS-06	16.02
Drafter/CAD Operator IV	GS-08	19.72
Engineering Technician I	GS-03	11.45
Engineering Technician II	GS-04	12.85
Engineering Technician III	GS-05	14.38
Engineering Technician IV	GS-07	17.81
Engineering Technician V	GS-09	19.81
Engineering Technician VI	GS-11	26.35
Technical Writer I	GS-07	17.81
Technical Writer II	GS-09	21.78

Technical Writer III	GS-11	26.35
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COLLECTIVE BARGAINING AGREEMENT JOB CLASSIFICATIONS

TECHNICAL CLERK I	GS-02	10.49
TECHNICAL CLERK II	GS-03	11.45
TECHNICAL CLERK III	GS-04	12.85
TECHNICAL CLERK LEAD	GS-05	14.38
ILLUSTRATOR II	GS-07	17.81
ILLUSTRATOR III	GS-09	21.78
ILLUSTRATOR II LEAD	GS-10	23.99
ILLUSTRATOR III AND STI LEAD	GS-10	23.99

REPRODUCTION TECHNICIAN	WG-07	18.41
REPRODUCTION TECHNICIAN LEAD	WG-08	19.29
SERVICE ORDER DISPATCHER	GS-04	12.85
SUPPLY CLERK II	WG-04	15.41
TECHNICAL WRITER	GS-07	17.81
TECHNICAL WRITER LEAD	GS-08	19.72

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance
Life, accident and health insurance and sick leave program, 25 percent of basic hourly rate.
2. Holidays
 - a. New Year's Day
 - b. Martin Luther King's Birthday
 - c. President's Birthday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Columbus Day
 - h. Veterans Day
 - i. Thanksgiving Day
 - j. Christmas Day
3. Vacation or Paid Leave
 - a. 4 hours of annual leave each pay period for an employee with less than 3 years of service.
 - b. 6 hours of annual leave each pay period for an employee with 3 but less than 15 years of service.
 - c. 8 hours of annual leave each pay period for an employee with 15 or more years of service.
4. Retirement
1-1/2 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]

52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)
52.217-9	Option to Extend the Term of the Contract (Mar 2000) [Insert “the period of performance of this contract” and “30 “ in paragraph (a) and “60 months” in paragraph (c)]
52.219-6	Notice of Total Small Business Set-Aside (Jun 2003)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-28	Post-Award Small Business Program Representation (Jun 2007)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990) [Insert “See Clause B.5” in paragraph (a)]
52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (Jul 2005)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-38	Compliance with Veterans’ Employment Reporting Requirements (Dec 2001)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222.54	Employment Eligibility Verification (Jan 2009)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (May 2012)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-1	Buy American Act- Supplies (Feb 2009)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-10	Filing of Patent Applications- Classified Subject Matter (Dec 2007)
52.227-14	Rights in Data -- General (Dec 2007) -- As Modified by NASA FAR Supplement 1852.227-14