

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000065		3. EFFECTIVE DATE 01/11/2013		4. REQUISITION/PURCHASE REQ. NO. 4200459885	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov		5. PROJECT NO. (if applicable) 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		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

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 Net Increase: \$2,196,001.00

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 \$2,196,001; thereby increasing the total funding allotted to this contract from \$185,763,055 to \$187,959,056; and

REQUISITION AMOUNT	
1	4200459885 \$2,256,001.00
2	Deob 4200453983 -\$ 60,000.00
TOTAL \$2,196,001.00	

b) Revise the anticipated fund through date from February 21, 2013 to March 8, 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 Hopkins - Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR 000065 (Signature of person authorized to sign)		15C. DATE SIGNED 1/10/2013	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		16C. DATE SIGNED 01/11/2013	

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 and G-9 through G-14 - Minor Revisions in Property Clauses, G.12 RESERVED, Page slips thereafter Page H-3 - Revised H.6 Key Personnel Business Operations; (b)(4) Page H-10 - Revision to add COMMSS to required ACA List Page I-2 - Update to FAR Clause Incorporated by Reference 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (July 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. 65</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: \$252,196,602 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000065

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Terms: Net 30 days FOB: Destination				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$185,763,055
This Action	<u>\$0</u>	<u>\$2,196,001</u>
New Amount	\$262,196,602	\$187,959,056

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 March 8, 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	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$185,763,055	\$2,196,001	\$187,959,056

(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 EQUIPMENT.
(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.

G.11 RESERVED

G.12 RESERVED

**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]

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)

- (b) MSFC requires Associate Contractor Agreements (prime, teammates, and subcontractors), including, but not limited to, the following:

<u>Contract</u>	<u>Contractor</u>
Agency Consolidated End-user Services (ACES)	HP Enterprise Services
NASA Integrated Communications Services (NICS)	SAIC
Enterprise Applications Service Technologies (EAST)	SAIC
Agency-wide Protective Services Contract	Excalibur Associates, Inc.
Center Operations Support Services (COSS)	URS
Logistics Services Contract	CH2M Hill
Michoud Assembly Facility Manufacturing Support and Facility Operations Contract (MSFOC)	Jacobs Technology
Strategic Analysis & Communications Support Services	ASI

- (c) The Contractor shall document agreements with other Associate Contractors described in (a) above via Associate Contractor agreements. The Government will not be a party in such Associate Contractor agreements. A copy of each such agreement shall be provided to the CO. All costs associated with such agreements are included in the negotiated cost of this contract.
- (d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with an Associate Contractor. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(End of clause)

H.21 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

- (a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- (b) All visit/badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures.

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 (July 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