

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code **12** Page **1** Pages **2**

2. AMENDMENT/MODIFICATION NO. **44** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **See page 2** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **PS52/MMC** 7. ADMINISTERED BY (If other than Item 6) CODE **PS52/MMC**
Glen Alexander
 Ph.: 256-544-3797
 Fax: 256-544-2934
 Email: Glen.A.Alexander@nasa.gov
 AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Bastion Technologies, Inc.
17625 El Camino Real, Suite 330
Houston, TX 77058

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. **X NNM07AA74C**
 10B. DATED (SEE ITEM 13) **01/12/07**

CODE **SAP ID# 100289** FACILITY CODE **CAGE 1PM71**

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 1 copies of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 Page 2

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

- (x) 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: **52.222-41 Services Contract Act and 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment**
- D. OTHER (Specify type of modification and authority)
Unilateral modification pursuant to clause 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			Total Funding Allotted
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	
Previous	(b)(4)		\$100,305,464	(b)(4)		\$37,635,325	\$58,887,417
This Mod			\$0			\$0	4,439,010
New Total			\$100,305,464			\$37,635,325	\$63,326,427

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)
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Glen Alexander
Contracting Officer
 BY *[Signature]*
 (Signature of Contracting Officer)

16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED **1/14/09**

Signature of person authorized to sign

The purpose of this modification is to:

- 1) Replace J-9-1 as a result of the wage determination incorporated into the contract in mod 28.
- 2) Update the overtime clause, B-7 of the contract to reflect the 60% growth in level of effort and WYE since the start of the contract.
- 3) Update 52.204-90, Contractor Employee Badging and Employment Termination.
- 4) Provide additional funding from pr 4200325331, 4200323298, and 4200325725 and update Clause B-6.

Funding Summary:

4200325331

62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/1/2	\$2,800,000.00
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22010D/538A/2/3	\$ 300,000.00
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22010D/538A/3/4	\$ 300,000.00
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/4/5	\$ 833,000.00

42000323298

64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.63/000/2510/64/EXPX22010D/234A/1/2	\$ 50,510.00
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4200325725

62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/1/2	\$ 52,000.00
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22010D/361N/2/3	\$ 59,000.00
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP01/.10/000/2510/62/CASX22010R/SP/3/4	\$ 13,500.00
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP02/.10/000/2510/62/CASX22010R/CASP/4/5	\$ 16,000.00

4200324243

64QA00/6100.2511/64/FC000000/432938.08.01.09/000/2510/64/CASX22010D/361N/1/2	\$ 15,000.00
Total	\$4,439,010.00

As a result, the contract is revised by inclusion of the following changes.

A. The modifications made above are reflected in total on the change pages enclosed herein. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, Contract NNM07AA74C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-7 (mod 43)	B-7(mod 44)
F-1(mod 26)	F-1(mod 44)
J-9-1(Basic)	J-9-1 (mod 44)
G-7 (mod 28)	G-7 (mod 44)

B. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

B.6 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)} [REDACTED]. This allotment is for Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: February 1, 2007 through March 4, 2010.

(b) An additional amount of ^{(b)(4)} [REDACTED] 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)		
Provisional Award Fee:	(b)(4)		
Award Term Fee	(b)(4)		
Award Fee Earned	(b)(4)		
Total Sum Allotted:	\$58,887,417	\$ 4,439,010	\$63,326,427

C. Clause B.7, Premium for Scheduled Overtime (MSFC 52.222-90) (FEB 2001) is hereby deleted in its entirety and replaced with the following:

B.7 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Contract Periods</u>
(b)(4)	Base Year 1/Year 1
	Base Year 2/Year 2
	Option 1/Year
	Option 2/Year 4
	Option 3/Year 5
	Award Term 1/Year 6
	Award Term 1/Year 7
	Award Term 2/Year 8
	Award Term 2/Year 9
	Award Term 3/ Year 10

D. Attachment J-9-1 is modified as follows:

- o Delete J-9-1 and replace it with the update fully burdened / composite (NTE) labor rates as requested by Bastion Technologies in the letter dated 9/28/09. All other terms and conditions of contract NNM07AA74C remain unchanged.

E. Section G is deleted in its entirety and replaced with the attached Section G.

Contractors Statement of Release:

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractors proposal(s) for adjustment 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 the proposal(s) for adjustment.

- 1) Request for Equitable adjustment dated 9/28/09
- 2) Request for equitable adjustment of B-7 / Overtime dated 10/1/09

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B.5 Reserved

B.6 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 Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: February 1, 2007 through March 4, 2010.

(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)		
Provisional Award Fee:	(b)(4)		
Award Term Fee	(b)(4)		
Award Fee Earned	(b)(4)		
Total Sum Allotted:	\$58,887,417	\$ 4,439,010	\$63,326,427

B.7 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

Amount

(b)(4)

Contract Periods

Base Year 1/Year 1

Base Year 2/Year 2

Option 1/Year 3

Option 2/Year 4

Option 3/Year 5

Award Term 1/Year 6

Award Term 1/Year 7

Award Term 2/Year 8

Award Term 2/Year 9

Award Term 3/ Year 10

(End of clause)

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order Alternate I	(Aug 1989)

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
	NONE	

(End of Clause)

F.2 PERIOD OF PERFORMANCE

- (a) The period of performance of this contract shall be February 1, 2007 through January 31, 2011. Contract phase-in will be covered by a separate Purchase Order.
- (b) In the event the Government elects to exercise its option(s) and award term periods pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Contract Periods.</u>	<u>Period of Performance</u>
Option 1	February 1, 2009 – January 31, 2010
Option 2	February 1, 2010– January 31, 2011
Option 3	February 1, 2011– January 31, 2012
Award Term 1	February 1, 2012 – January 31, 2014
Award Term 2	February 1, 2014– January 31, 2016
Award Term 3	February 1, 2016 – January 31, 2017

(End of Clause)

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Clause

Number

Title

Date

None included by reference.

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

1852.242-71 Travel Outside of the United States Dec 1988

1852.242-73 NASA Contractor Financial Management Reporting Nov 2004

(End of Clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

**NASA Shared Services (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C, Road
Stennis Space Center, MS 39529**

(2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment through the Contractor's cognizant DCAA office to the NASA paying office identified in Paragraph (b)(1).

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(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract Administration Office
- (v) Copy 5 Project Management Office

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the address specified in paragraph (b)(1). This is the designated billing office for fee vouchers for purposes of the "Prompt Payment" clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

	<u>Title</u>	<u>Office Code</u>
New Technology Representative	Chief, Technology Utilization	ED03 MSFC, AL 35812
Patent Representative	Chief, Intellectual Property Counsel	LS01 MSFC, AL 35812

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any

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correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.4 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section J-1 of this contract.

* (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that:

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract;
or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within

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5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

* Note: See clause at H.4; NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996), for related contractual authority covering Contracting Officer changes/additions to the contract. Clause G.4 addresses COTR technical direction/guidance and Clause H.4 addresses CO contract change authority.

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (NOV 2004)

- (a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services shall 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. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The contractor shall retain responsibility for ensuring proper use, care, and protection (safeguarding) of all Installation-Accountable Government Property (IAGP) under his/her custody and control. Individual users shall be responsible for the following: (1) Ensuring IAGP is used only in pursuit of approved programs and projects, or as otherwise authorized; (2) Notifying cognizant Property Support Assistant (PSA) and/or Property Custodian, of all assigned equipment location changes; (3) Ensuring that any lost, missing or damaged IAGP is officially reported to his/her supervisor, the appropriate PSA, and the Protective Services Department; (4) Notifying PSA of IAGP not being actively used; (5) Ensuring that IAGP is turned in to the Property Disposal Officer through the PSA when no longer needed. Under no circumstances

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will the contractor dispose of IAPG, whether tagged or untagged; and, (6) Notifying the Contracting Officer, cognizant PSA, and the Center's Supply and Equipment Management Officer upon termination of employment.

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

(b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished 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's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(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 of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(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 SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(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) 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.

(End of clause)

**G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation, which may include buildings and space owned or

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directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls, both local and long distance.
- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-7. The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation facility services.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Access to the Wellness Center fitness facilities consistent with the Center's policies.
- (k) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (l) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

G.7 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.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

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

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

G.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42)(MAY 1989)

In compliance with the Service Contract Act of 1965, 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.

THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grade</u>	<u>Hourly Rate</u>
Administrative Assistant	GS-07	\$ 21.27
Computer Systems Analyst I	GS-09	\$ 22.73
Computer Systems Analyst II	GS-11	\$ 27.50
Computer Programmer I	GS-05	\$ 15.01
Computer Programmer II	GS-07	\$ 18.58
Computer Programmer III	GS-09	\$ 22.73
General Clerk II	GS-02	\$ 11.78
Quality Control Inspector I	GS-09 *	\$ 21.78
Quality Control Inspector II	GS-11 *	\$ 26.35
Quality Control Inspector III	GS-12 *	\$ 31.59
Secretary I	GS-04	\$ 12.85
Secretary II	GS-05	\$ 14.38
Secretary III	GS-06	\$ 16.02

* The Federal Grade Equivalent (FGE) is one FGE grade above the classification that performs the work being inspected.

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

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Life, accident, and health insurance and sick leave programs, twenty-five percent (25%) of basic hourly rate.

2. Holidays

- | | |
|----------------------------------|---------------------|
| a. New Year's Day | f. Labor Day |
| b. Martin Luther King's Birthday | g. Columbus Day |
| c. President's Day | h. Veterans Day |
| d. Memorial Day | i. Thanksgiving Day |
| e. Independence Day | j. Christmas Day |

3. Vacation or Paid Leave

- a. 2 hours of annual leave each week for an employee with less than three years of service.
- b. 3 hours of annual leave each week for an employee with three but less than fifteen years of service.
- c. 4 hours of annual leave each week for an employee with fifteen or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]

Page 15 redacted for the following reason:

(b)(4)