

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 059	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA JSC White Sands Test Facility Attn: Irene Garcia/BH5 P.O. Box 20 Las Cruces, New Mexico 88004	CODE JRG	7. ADMINISTERED BY (If other than Item 6) NASA JSC White Sands Test Facility Attn: Brandon Sivage/BH5 P.O. Box 20 Las Cruces, New Mexico 88004	CODE JBP

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)
**Jacobs Technology Inc.
 Attn: J. Keith Beck, General Manager
 600 Williams Northern Blvd.
 PO Box 884
 Tullahoma, TN 37388**

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO. N/A	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ11HA02C	10B. DATED (SEE ITEM 13) 3/01/2011

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 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM 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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

-Update section B.6 (Contract Funding); as well as decrease contract funding by \$200,775.00 from \$129,071,710.00 to \$128,870,935.00. See Page 2 for PR Decrease Breakout.

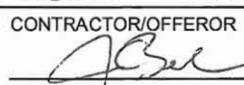
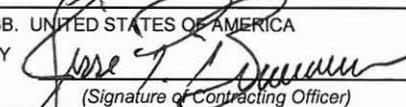
-Update Section I.1, Incorporating by reference clause 1852.219-79 - Mentor Requirements and Evaluation

-Incorporate clause 1852.225-74 - Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed, or Subsidized by the People's Republic of China, into Section I as I.23

-Update submission date requirement for DRD BP-03.

See SPICE for updated sections.

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) JK Beck VP General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Irene M. Garcia	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	5C. DATE SIGNED 7/11/13	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/12/13

PR Decrease Breakout

PR#	WBS Element	Amount to De-ob
4200426932	747797.10.06.23.10	\$ 6,489.63
4200439893	804911.02.05.1534.12	\$ 0.37
4200444455	750271.09.04.05.15	\$ 52,383.00
4200444455	804911.02.05.1534.12	\$ 102,739.00
4200453025	804911.02.05.1534.12	\$ 35,989.00
4200450349	804911.02.05.1534.12	\$ 3,174.00

B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

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 **\$128,870,935**.

(a) This allotment is for all Test and Evaluation Support Team (TEST) efforts at NASA/JSC/WSTF and covers the following estimated period of performance: March 1, 2011 through **November 2, 2013**.

	COST / PRICE	MAX AWARD FEE	TOTAL COST / PRICE AND FEE
PHASE-IN FP	(b) (4)		(b) (4)
CR TO'S (T1-X)		(b) (4)	
FFP TO'S (T1-X)			
TOTAL ISSUED IDIQ (NTE \$100M/YR)			
Total Contract Funding To Date			\$128,870,935

(End of clause)

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

**CLAUSE
NUMBER**

DATE

TITLE

1852.219-79 MAY 2009 Mentor Requirements and Evaluation

(End of clause)

I.23 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (NFS 1852.225-74) (JUNE 2013) (DEVIATION)

(a) Definitions –

“Acquire” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“Entity owned, directed or subsidized by the People’s Republic of China” means any organization incorporated under the laws of the People’s Republic of China.

“Information Technology (IT) System” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People’s Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

- (1) A brief description of the item(s); and
- (2) Vendor/manufacturer’s company name and address;

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

1. DRD Title Wage/Salary and Fringe Benefit Data	2. Date of current version 7/11/2013	3. DRL Line Item No. DRD-TEST-BP-03	RFP/Contract No. NNJ11HA02C
4. Use: The Wage/Salary and Fringe Benefit Data shall be used by the NASA Contracting Officer and the Contract Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.			5. DRD Category: <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References: FAR 52.222-41, Notice to the Government of Labor Disputes			7. Interrelationships: SOW 2.2

8. Preparation Information:

- a. Data Type: 2
- b. Scope: The Wage/Salary and Fringe Benefit Data shall be submitted by the Contractor, and any subcontractors, which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. In accordance with FAR regulations 22.1007 and 22.1008, the Contracting Officer is required to submit an electronic form 98 to the Department of Labor, Wage and Hour Division.
- c. Content: The Wage/Salary and Fringe Benefit Data shall contain the data included in the enclosed DRD forms, titled "Wage/Salary Rate Information", "Fringe Benefit for Service Employees", and Fringe Benefits per Collective Bargaining Agreement". The Wage/Salary Rate Information shall contain a listing of all exempt and nonexempt labor classifications on the contract. Separate forms shall be utilized for classifications working in different geographic areas and for each subcontractor. Wage determination numbers, appropriate labor organization names, and subcontractor names, shall be reflected. All nonexempt labor classifications shall be matched to wage determination classes or to Collective Bargaining Agreement (CBA) classifications if union represented employees are working on the contract. Annotate exempt or nonexempt and union or nonunion. The current hourly rates shall reflect the actual lowest and highest paid employees, along with a computed average rate. State the number of employees in each labor category. Separate Fringe Benefit forms shall be completed for non-represented classifications and for each separate CBA, if applicable. A separate form shall be completed for the prime and each subcontractor. Three hardcopies of each CBA are required if organized labor is represented on your contract.
- d. Format: The Wage/Salary and Fringe Benefit Data shall be in a format substantially the same as enclosed with this DRD. (Forms 2, 3, and 3A enclosed). Electronic distribution only.
- e. Distribution:
 - 1) BH5/Contracting Officer
 - 2) RA/Contracting Officer's Technical Representative
- f. Submission:
 - i. Initial: Contract start + 30 days.
 - ii. Final: N/A
 - iii. Approval: N/A
 - iv. Frequency: Annually, ~~90~~ 30 calendar days prior to the anniversary date of the contract.