

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 110	
2. AMENDMENT/MODIFICATION NO. 007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Johnson Space Center Attn: Gisela Moreno/BJ3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Alan Spencer 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 0FWD5		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	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:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 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 incorporate the contractor's "Safety and Health Plan" into the contract; delete DRL and DRD AN-1-11 "Information Technology (IT) Security Management Program Plan" and DRL and DRD AN-1-12 "Information Technology Capital Planning and Investment Control Document"; and insert replacement page G-4 to change the designated billing office in section G.6 Submission of Vouchers for Payment. The attached "Safety and Health Plan" is hereby incorporated into Section J, Attachment F entitled "Safety and Health Plan"; DRL AN -1-11"; DRL and DRD AN-1-11 "Information Technology (IT) Security Management Program Plan" and DRL and DRD AN-1-12 "Information Technology Capital Planning and Investment Control Document" is deleted from Section J, Attachment C entitled Data Requirements Listings and Submittals (DRL) and Data Requirements Description (DRD); and insert replacement page G-4 to change Section G.6 (b) (1) as follows: 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly Wilcutt			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED 6/27/08	

G.5 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (AUG 2006)

At all times while on Government property, the Contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC badges and credentials will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:00 am to 3:00 pm on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day a week, 24-hour a day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

G.6 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 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 Johnson Space Center
BJ/Kelly Wilcutt, CO
Houston, TX 77058-3696

(2) For any period that the Defense Contract Audit Agency 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:

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

APART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT C – DATA REQUIREMENTS LISTINGS AND SUBMITTALS

TABLE OF CONTENTS

<u>DOCUMENTS</u>	<u>DESCRIPTION</u>	<u>FREQUENCY</u>	<u>SOW PAGE No.</u>
<u>DRL</u>	<u>DATA REQUIREMENT LISTING</u>		
	<u>DRL Identification</u>		
AN-1-1	Logistics Technical Integration Plan	Once w/updates	C-7
AN-1-2	Logistics Operations Phase-In Plan	Once	C-7
AN-1-3	NF533 Cost and Data Reporting	Monthly/Quarterly	C-7
SA-1-1	Safety and Health Plan	Once w/updates	C-8
QA-1-1	Quality Control Plan	Once	C-8
AN-1-4	Environmental and Energy Consuming Product Compliance Reports	Annually	C-8
AN-1-5	Performance Metrics & Workload Data	Monthly	C-10
AN-1-6	Emergency Preparedness Plan	Once w/updates	C-10
AN-1-7	Wage/Salary and Fringe Benefit Data	Annually	NA
AN-1-8	Notification of Potential Labor Dispute and Contingency Strike Plan	Once w/updates	NA
AN-1-9	Government Property Management Plan	Once w/updates	C-11
AN-1-10	Reprocurement Data Package	Once	NA
AN-1-11	Information Technology (IT) Security Management Program Plan	Annually	NA
AN-1-12	Information Technology (IT) Capital Planning and Investment Control (CPIC) Document	Annually	NA
AN-1-13	Information Technology (IT) Security Plan	Annually	NA
AN-2-1	Sample Physical Inventory Schedule	Annually	C-17
AN-2-2	Vendor Owned Cylinder Demurrage Charges	Monthly	C-17

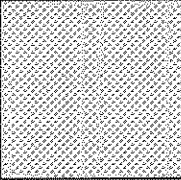
JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)						Page 1 of 6	
(See reverse for instructions) Based on JSC-STD-123							
a. Title of Contract, Project, SOW, etc. Logistics Operations Contract (LOC)			b. Contract/RFP No. NNJ08JA01C		c. DRL Date/Mod Date		
1. Line item no. AN-1-1	2. DRD Title Logistics Technical Integration Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Print 1	
8. Distribution (Continue on a blank sheet if needed) JB/COTR (1 hard copy of signed original)			9. Remarks				
1. Line item no. AN-1-2	2. DRD Title Logistics Operations Phase-In Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Print 1	
8. Distribution (Continue on a blank sheet if needed) JB/COTR (1 hard copy of signed original)			9. Remarks				
1. Line item no. AN-1-3	2. DRD Title NF533 Cost and Data Reporting	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO/QU	5. As-of-date	6. 1 st subm. date see 9.	7. Copies a. Type b. Mixed 16	
8. Distribution (Continue on a blank sheet if needed) LF/Cost Accounting (1 electronic copy and 1 hard copy of signed original, 1 flat file) BJ/Contracting Officer (1 electronic copy and 1 hard copy with original signature) LI/Budget/Program Analyst (1 electronic copy and 1 hard copy of signed original) JA/Technical (8 electronic copies for Annex managers/COTR, and 1 hard copy of signed original to COTR)			9. Remarks The due dates for the NF533M and NF533Q reports are outlined in Chapter 3 of NPR 9501.2D.				
1. Line item no. SA-1-1	2. DRD Title Safety and Health Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency OT	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Mixed 4 + 1	

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

	<div data-bbox="233 81 412 1745"><div>8. Distribution (Continue on a blank sheet if needed)</div><div>JSC Occupational Safety Branch (1 hard copy, 1 electronic copy)</div><div>JSC Occupational Health Officer (1 hard copy)</div><div>JSC Emergency Preparedness Office (1 hard copy)</div><div>JSC Environmental Services Office (1 hard copy)</div><div>JSC Safety Manager (1 hard copy and 1 electronic copy)</div></div>	<div data-bbox="233 81 412 810"><div>9. Remarks</div><div>Copies with proposal as provided in RFP instructions; distribute to those in block 8 after Government approval. Amend to contract by contract mod.</div></div>
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JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)

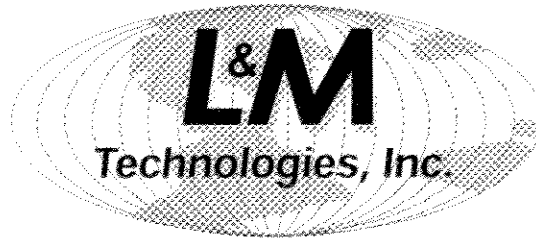
JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)
Based on JSC-STD-123

1. Line item no. AN-1-10	2. DRD Title Reprocurement Data Package	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date 3/1/2017	7. Copies a. Type b. Other 2
	8. Distribution (Continue on a blank sheet if needed) OL/Data Management (1 original hard copy) Program Authorized Repository (1 electronic copy)		9. Remarks 1 original hard copy 1 electronic copy			
1. Line item no. AN-1-11	2. DRD Title Information Technology (IT) Security Management Program Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b.
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks			
1. Line item no. AN-1-12	2. DRD Title Information Technology (IT) Capital Planning and Investment Control (CPI) Document	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b.
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks			
1. Line item no. AN-1-13	2. DRD Title Information Technology (IT) Security Plan	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b.
	8. Distribution (Continue on a blank sheet if needed)		9. Remarks			



Safety and Health Plan

Contract No. NNJ08JA01C

**LOGISTICS OPERATIONS CONTRACT
JOHNSON SPACE CENTER**

March 1, 2008



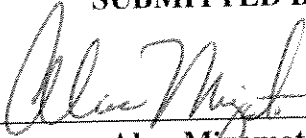
SIGNATURE SHEET

Plan approved by:

 3/27/08
Alan C. Spencer, PE, ~~Vice President~~/PM NASA JSC Logistics Contract

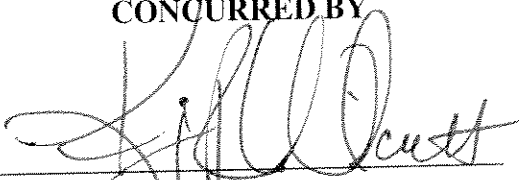
Logistics Contract Safety and Health Plan
(March 1, 2008)

SUBMITTED BY



Alan Miyamoto
Contracting Officer's Technical Representative (COTR)

CONCURRED BY



Kelly R. Wilcutt
Contacting Officer, Institutional Procurement Office

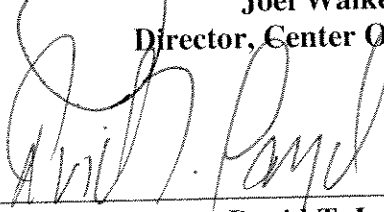


Vincent Johnson
Chief, Logistics Division

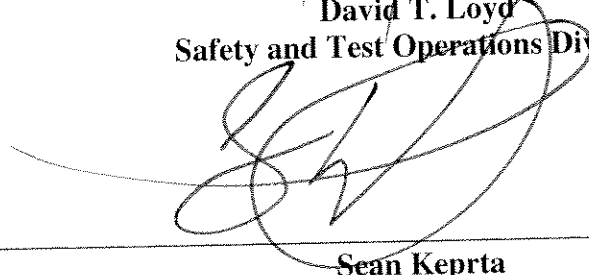
APPROVED BY



Joel Walker
Director, Center Operations



David T. Loyd
Safety and Test Operations Division



Sean Keppta
JSC Occupational Health Officer



SAFETY AND HEALTH PLAN

PREFACE

This document, the Logistics Operations Contract Safety and Health Plan, was prepared for the NASA Johnson Space Center by the L&M Team. It is submitted in accordance with DRD SA-1-1 Safety and Health Plan, RFP Number NNJ07156871R.

Inputs to the content of this document should be directed to:

(b) (4) CSP, CEI, SGE
Raytheon Technical Services Company, LLC
555 Forge River Road, Suite 120
Webster, TX 77598
Telephone: (b) (4)
E-mail: (b) (4)@nasa.gov



PURSUANT TO 5 USC 552

PAGES 11 through 54 ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Gisela Moreno/BJ3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Gisela Moreno/BJ3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Alan Spencer 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0FWD5		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 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 clarify Section C, Part 11.0 Special Support Services by inserting "and other special logistical services relating to special support needs on this contract". This clarification is reflecting in replacement page C-36.

See page 2 for replacement page C-36.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly Wilcott	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 7/11/08
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

11.0 SPECIAL SUPPORT SERVICES

The Contractor shall provide non-routine special support services on a cost-reimbursable, Indefinite Delivery Indefinite Quantity (IDIQ) basis. Task orders will be issued by the Contracting Officer in accordance with NASA FAR Supplement (NFS) 1852.216-80, Task Order Procedures, to augment core logistics services. The Contractor shall perform moves, design furniture layouts, coordinate and support special events, support hurricane/severe weather plan activities, perform microfilm conversion, support space shuttle close-out equipment transition, attend conferences/seminars/training, coordinate special assignment airlift missions and charters, perform aircraft loadmaster services, and coordinate household goods moves, and the Integrated Asset Management (IAM) System Development and other special logistical services relating to special support needs on this contract.

11.1 Perform Moves

The Contractor shall move boxes, crates, computers, equipment and furniture to support JSC move requirements. The Contractor also shall prepare furniture for field delivery from the warehouse if required to fulfill the move requirements.

The Contractor shall assemble, clean, and polish furniture, as needed, prior to the scheduled move date identified by the COTR. A Government-provided key machine is available for making duplicate keys if required.

The Contractor shall deliver, disconnect, relocate, reconnect, and/or return to the warehouse office furniture per the COTR provided schedule.

11.2 Design Furniture Layouts

The Contractor shall design furniture layouts using Government provided MicroStation software or a COTR-approved equivalent. The Contractor shall work with the customer to verify design and furniture requirements, design completion date, and identify construction and carpet requirements.

The Contractor shall perform a walk-through of the work area to evaluate customer requirements. The Contractor shall measure the work area to confirm the accuracy of the FHP drawings.

The Contractor shall prepare Furniture/Transportation Work Orders. Furniture layouts will be submitted to customer for approval. Furniture layouts and work orders will be approved by the COTR prior to start of work.

11.3 Coordinate and Support Special Events

Special Events are Center wide events requiring the coordination, set up, and tear down of items or services such as canopies, chairs, electrical hookups, portable toilets, grounds maintenance, purchasing, tables, trash receptacles and water stations. Most items needed to support a special event are available and provided by the Government, but special material purchases may be required.

The Contractor shall support the following recurring major JSC annual special events.

- a. Open House/Ballunarfest
- b. Chili Cook-off
- c. Safety and Total Health Day
- d. Safety Spring Fair
- e. Holiday Events

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 3	
2. AMENDMENT/MODIFICATION NO. 25		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (if other than item 6) Gisela Moreno, Contract Specialist PH: 281.244.6776 Fax: 281.483.9741 Email: Gisela.A.Moreno@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Alan Spencer 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/07	

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☐ 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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:
	D. OTHER: Specify type of modification and authority)

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

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

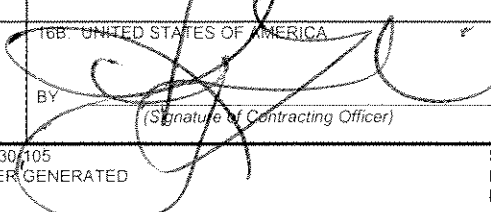
The purpose of this modification is to do the following:

- 1.) Revise the Safety and Health Performance Evaluation Factors, "Good" and Very Good" in Attachment J-1, Attachment D entitled "Award Fee/Award Term Evaluation Plan", Appendix 5, page J-D-13.
- 2.) Revise the mile radius in Section C of the Statement of Work, Work Breakdown Structure, (WBS) 1.3 "Location of Services", from "50 mile radius" to "100 mile radius".

See attached replacement pages: J-D-13, and C-6.

This modification is administrative in nature and is at not cost to the Government.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 3/6/2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

APPENDIX 5, SAFETY AND HEALTH PERFORMANCE EVALUATION FACTORS

No.	Evaluation Factor	Poor Score = 0 - 69	Satisfactory Score = 70 - 79	Good Score = 80 - 89	Very Good Score = 90 - 99	Excellent Score = 100	Surveillance Method
1	The Contractor's Days Away Case Rate (DACR), Days Away Plus Restricted Duty (DART), and Total Recordable Incident Rate (TRIR) must meet OSHA rates of their peers in the North America Industry Classification category of the contract as described in 1.a, 1.b, and 1.c	1 or more of 1.a, 1.b, or 1.c is scored as "Poor".	At least two of 1.a, 1.b, and 1.c are scored as "Satisfactory", and none are scored as "Poor".	1.a, 1.b, and 1.c all achieve a score of "Good" or "Very Good".	At least two of 1.a, 1.b, and 1.c achieve an Excellent score, and the third achieves a "Good" or "Very Good" score.	1.a, 1.b, and 1.c all achieve an "Excellent".	COTR and Safety and Mission Assurance Review of Contractor supplied data per DRD.
1.a	DACR	Greater than 100% of the industry average.	Greater than 50% but less than 100% of the industry average.	Less than 50% of the industry average.	Less than 40% of the Industry Average.	Less than 25% of the industry average.	See 1
1.b	DART	Greater than 150% of the industry average.	Less than 150% of the industry average.	Less than 100% of the industry average.	Less than 75% of the industry average.	50% or less of the industry average.	See 1
1.c	TRIR	Greater than 150% of the industry average.	Less than 150% of the industry average.	Less than 100% of the industry average.	Less than 75% of the industry average.	50% or less of the industry average.	See 1
2	Property damage arising directly from Contractor operations, failure to protect Government assets or property, or as owner of record for property.	One or more Type A or B mishap or more than 1 Type C mishap or total damage equal to or greater than \$50,000.	No Type A or B mishap; no more than 1 Type C mishap; or less than \$50,000 in total damage.	No Type A, B, or C mishaps and less than \$25,000 in total damage.	No Type A, B, or C mishaps and less than \$12,500 in total damage.	No property damage.	COTR and Safety and Mission Assurance review of Contractor supplied data per DRD.

1.0 CONTRACT ADMINISTRATION

1.1 Scope

The Contractor shall provide all resources to perform Logistics Operation services as identified within this Statement of Work (SOW) for the Johnson Space Center (JSC), Ellington Field (EF), and the Sonny Carter Training Facility (SCTF) in Houston, Texas, to ensure accomplishment of all SOW requirements identified by this contract. Logistics Operations services consist of: supply management, office furnishings management, moving and hauling services, space utilization and moves coordination, property management, redistribution and utilization, packing and shipping services, inbound freight services, vehicle fleet management operations, and special support services.

1.2 Associated Contractors

JSC is a Government-owned, Government-operated installation. Government-Contractor and Contractor-Contractor partnering is essential to the success of JSC operations. Therefore, a Center Operations Directorate (COD) Associate Contractor Agreement (ACA) between internal support Contractors, such as; Facilities, Custodial, Grounds, and Environmental, as well as, external support Contractors, such as the Aircraft Operations Division's (AOD) Aircraft Maintenance & Modification Contract, are required to ensure the successful operation at JSC. Similarly, ACA's between other support Contractors may also be necessary for successful JSC operations.

1.3 Location of Services

The Contractor shall perform all logistics operation services at JSC. Within the context of this SOW, the term "JSC" shall be used interchangeably to refer to activities that occur at the JSC main campus, EF, and SCTF site locations. There will be those occasions when the Contractor shall perform services at other Contractor facilities and other facility locations within a 100-mile radius of the JSC main campus. One way distances from JSC are as follows: Ellington Field is approximately 8 miles and SCTF is approximately 3 miles.

1.4 Hours of Operation

Unless otherwise directed by the Contracting Officer's Technical Representative (COTR), or specified in this SOW, the Contractor's continuous core hours of operation for JSC, EF, and SCTF shall be 7:30 a.m. – 4:00 p.m., Monday through Friday excluding Federal holidays. From time to time, the Contractor shall be required to perform services specified in this SOW outside the identified core hours to support NASA missions or other unforeseen events.

1.5 Definitions and Acronyms

Acronyms used throughout this contract are identified in Section J, Attachment A. Definitions used throughout this contract are identified in Section J, Attachment B.

1.6 Records and Reports

The Contractor shall maintain records and reports necessary to substantiate that services have been accomplished, as specified, and support Government audits with adequate personnel and timely documentation retrieval.

The Contractor shall submit proposed changes to required records and reports for consideration and approval by the COTR. Upon completion of the Contract, all records shall be delivered in a CD format to the Government.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 19 PAGES
2. AMENDMENT/MODIFICATION NO. 26		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ5	7. ADMINISTERED BY (If other than Item 6) Gisela Moreno, Contract Specialist PH: 281.244.6776 Fax: 281.483.9741 Email: Gisela.A.Moreno@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Alan Spencer 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C 10B. DATED (SEE ITEM 13) 12/21/07	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

(✓)	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.
X	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:
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 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 delete Wage Determination 2005-2516, Revision 5 WD 2006-623 in its entirety and incorporate the new Wage Determination, Wage Determination (WD) No. 2005-2516 Rev. 8, and CBA-WD 2006-623 Rev. 1 into the contract under Section J, Attachment E entitled "U.S Department of Labor Wage Determinations".

This modification is administrative in nature and results in no additional cost to the Government.

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)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8/13/05

January 1996

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS
ADMINISTRATION*(See Instructions on Reverse)*

1. NOTICE NO.

NASA
NNJ08JA01C

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

2. Estimated solicitation date *(use numerals)*

Month

Day

Year

3. Estimated date bids or proposals to be opened
or negotiations begun *(use numerals)*

Month

Day

Year

4. Date contract performance to begin *(use numerals)*

Month

03

Day

01

Year

09

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

IV: Logistics Support Services

Contract Period: 03/01/09 to 02/28/10

7. INFORMATION ABOUT PERFORMANCE

A. ☒ Services now performed by a
contractorB. ☐ Services now performed by Federal
employeesC. ☐ Services not presently being
performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

L&M Technologies, Inc.
4209 Balloon Park Road, NE
Albuquerque, NM 87109-5802

b. Number(s) of any wage determination(s) in incumbent's contract

WD 2005-2516, WD 2006-623

c. Name(s) of union(s) if services are being performed under collective bargaining
agreement(s). **Important:** Attach copies of current applicable collective
bargaining agreements

International Brotherhood of Teamsters, Local 968

RESPONSE TO NOTICE

*(by Department of Labor)*A. ☒ The attached wage determination(s)
listed below apply to procurement.
WD 2005-2516, Rev 8 WD 2006-623, Rev 1B. ☐ As of this date, no wage determination
applicable to the specified locality and
classes of employees is in effect.C. ☐ From information supplied, the Service
Contract Act does not apply *(see attached
explanation)*.D. ☐ Notice returned for additional information
(see attached explanation)

9. OFFICIAL SUBMITTING NOTICE

SIGNED:

Original signed by

DATE

01/26/09

TYPE OR PRINT NAME

Connie R. Pritchard
Contract Labor Relations Officer

TELEPHONE NO.

281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT
AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center
Connie R. Pritchard, Mail Code BA2
2101 NASA Parkway
Houston, TX 77058

Signed: _____
*(U.S. Department of Labor)**(Date)*

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No. NASA NNJ08JA01C
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Harris County, TX; 2006-2516, Occupations included in "SCA Directory of Occupations"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Personnel Assistant, III	1	GS-6 \$18.52
Secretary, III	3	GS-6 \$18.52
Accounting Clerk, II	1	GS-4 \$14.85
Bus Driver	6	WG-6 \$17.98
Warehouse Specialist	1	WG-5 \$16.50
Dispatcher Motor Vehicle	1	GS-5 \$16.61
Tools & Parts Attendant	4	WG-5 \$16.50
Harris County, TX, Nonexempt/Union, CBA with Teamsters, Local 968 (Logistics) * WD 2006-623		
Furniture Move Assembler *	1	(b) (4)
Inchecker/Warehouse Person *	6	
Inspector *	2	
Stock Control Clerk *	2	
Furniture Repair/Warehouse Person *	13	
Furniture Repair/Warehouse Person, Lead *	1	
Storekeeper *	2	
Bond Room Storekeeper *	3	
Bond Room Storekeeper, Lead *	1	
Warehouse Person *	6	
Property Specialist *	1	
Senior Property Specialist *	1	
Property Clerk *	1	
Property Technician*	3	
Supply Clerk *	1	
Clerk/Dispatcher *	1	
Cataloger *	1	
Customer Service Clerk *	2	

[illegible]

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary
of Labor

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2006-623
Revision No.: 1
Date of Last Revision: 1/26/2009

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Logistics Support Services.

Collective Bargaining Agreement between contractor: L&M Logistics Team, and union:
International Brotherhood of Teamsters, Local 968, effective 03/01/2008 through 03/01/2009 and
amended on 03/01/2008.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees
employed by the contractor(s) in performing services covered by the Collective Bargaining
Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective
bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Shirley F. Ebbesen
Director

Division of Wage
Determinations

Wage Determination No.: 2005-2516

Revision No.: 8

Date of Last Revision: 07/23/2008

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14 .58
01012 - Accounting Clerk II	16 .38
01013 - Accounting Clerk III	18 .32
01020 - Administrative Assistant	23 .55
01040 - Court Reporter	21 .79
01051 - Data Entry Operator I	11 .67
01052 - Data Entry Operator II	14 .32
01060 - Dispatcher, Motor Vehicle	15 .40
01070 - Document Preparation Clerk	13 .41
01090 - Duplicating Machine Operator	13 .41
01111 - General Clerk I	10 .80
01112 - General Clerk II	12 .97
01113 - General Clerk III	14 .88
01120 - Housing Referral Assistant	20 .55
01141 - Messenger Courier	11 .95
01191 - Order Clerk I	13 .52

01192 - Order Clerk II	15 .24
01261 - Personnel Assistant (Employment) I	14 .74
01262 - Personnel Assistant (Employment) II	16 .50
01263 - Personnel Assistant (Employment) III	18 .38
01270 - Production Control Clerk	19 .10
01280 - Receptionist	12 .02
01290 - Rental Clerk	14 .75
01300 - Scheduler, Maintenance	15 .92
01311 - Secretary I	15 .92
01312 - Secretary II	17 .73
01313 - Secretary III	20 .55
01320 - Service Order Dispatcher	14 .63
01410 - Supply Technician	23 .55
01420 - Survey Worker	16 .59
01531 - Travel Clerk I	13 .17
01532 - Travel Clerk II	14 .22
01533 - Travel Clerk III	15 .20
01611 - Word Processor I	12 .27
01612 - Word Processor II	14 .75
01613 - Word Processor III	16 .59

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	24 .80
05010 - Automotive Electrician	22 .66
05040 - Automotive Glass Installer	21 .68
05070 - Automotive Worker	20 .91
05110 - Mobile Equipment Servicer	19 .27
05130 - Motor Equipment Metal Mechanic	24 .53
05160 - Motor Equipment Metal Worker	20 .91
05190 - Motor Vehicle Mechanic	24 .53
05220 - Motor Vehicle Mechanic Helper	18 .48
05250 - Motor Vehicle Upholstery Worker	19 .84
05280 - Motor Vehicle Wrecker	20 .91
05310 - Painter, Automotive	22 .66
05340 - Radiator Repair Specialist	22 .88
05370 - Tire Repairer	14 .40

05400 - Transmission Repair Specialist	25 .17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .04
07041 - Cook I	8 .65
07042 - Cook II	9 .89
07070 - Dishwasher	8 .11
07130 - Food Service Worker	8 .87
07210 - Meat Cutter	12 .36
07260 - Waiter/Waitress	7 .97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16 .65
09040 - Furniture Handler	11 .74
09080 - Furniture Refinisher	16 .09
09090 - Furniture Refinisher Helper	13 .74
09110 - Furniture Repairer, Minor	15 .29
09130 - Upholsterer	16 .65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .90
11060 - Elevator Operator	8 .17
11090 - Gardener	14 .52
11122 - Housekeeping Aide	8 .17
11150 - Janitor	8 .17
11210 - Laborer, Grounds Maintenance	10 .93
11240 - Maid or Houseman	7 .73
11260 - Pruner	8 .99
11270 - Tractor Operator	12 .82
11330 - Trail Maintenance Worker	10 .93
11360 - Window Cleaner	8 .92
12000 - Health Occupations	
12010 - Ambulance Driver	14 .22
12011 - Breath Alcohol Technician	15 .64
12012 - Certified Occupational Therapist Assistant	19 .58
12015 - Certified Physical Therapist Assistant	20 .48
12020 - Dental Assistant	15 .64
12025 - Dental Hygienist	32 .49
12030 - EKG Technician	23 .56

12035 - Electroneurodiagnostic Technologist	23 .56
12040 - Emergency Medical Technician	14 .22
12071 - Licensed Practical Nurse I	18 .29
12072 - Licensed Practical Nurse II	20 .52
12073 - Licensed Practical Nurse III	22 .09
12100 - Medical Assistant	12 .40
12130 - Medical Laboratory Technician	15 .25
12160 - Medical Record Clerk	13 .21
12190 - Medical Record Technician	16 .02
12195 - Medical Transcriptionist	16 .40
12210 - Nuclear Medicine Technologist	31 .94
12221 - Nursing Assistant I	7 .08
12222 - Nursing Assistant II	9 .82
12223 - Nursing Assistant III	10 .62
12224 - Nursing Assistant IV	12 .40
12235 - Optical Dispenser	15 .26
12236 - Optical Technician	13 .90
12250 - Pharmacy Technician	17 .44
12280 - Phlebotomist	13 .30
12305 - Radiologic Technologist	24 .27
12311 - Registered Nurse I	28 .55
12312 - Registered Nurse II	33 .22
12313 - Registered Nurse II, Specialist	35 .29
12314 - Registered Nurse III	42 .25
12315 - Registered Nurse III, Anesthetist	42 .25
12316 - Registered Nurse IV	50 .64
12317 - Scheduler (Drug and Alcohol Testing)	19 .86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .30
13012 - Exhibits Specialist II	24 .74
13013 - Exhibits Specialist III	28 .94
13041 - Illustrator I	18 .07
13042 - Illustrator II	22 .56
13043 - Illustrator III	27 .38
13047 - Librarian	26 .69

13050 - Library Aide/Clerk	10 .00
13054 - Library Information Technology Systems Administrator	24 .09
13058 - Library Technician	14 .58
13061 - Media Specialist I	17 .39
13062 - Media Specialist II	19 .46
13063 - Media Specialist III	21 .68
13071 - Photographer I	13 .93
13072 - Photographer II	17 .60
13073 - Photographer III	22 .56
13074 - Photographer IV	26 .40
13075 - Photographer V	30 .06
13110 - Video Teleconference Technician	15 .21
14000 - Information Technology Occupations	
14041 - Computer Operator I	16 .26
14042 - Computer Operator II	18 .19
14043 - Computer Operator III	20 .28
14044 - Computer Operator IV	22 .60
14045 - Computer Operator V	24 .95
14071 - Computer Programmer I (1)	23 .23
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16 .26
14160 - Personal Computer Support Technician	22 .60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non- Rated)	30 .06
15020 - Aircrew Training Devices Instructor (Rated)	36 .39
15030 - Air Crew Training Devices Instructor (Pilot)	43 .20
15050 - Computer Based Training Specialist / Instructor	28 .27
15060 - Educational Technologist	29 .02
15070 - Flight Instructor (Pilot)	43 .20

15080 - Graphic Artist	23 .11
15090 - Technical Instructor	20 .99
15095 - Technical Instructor/Course Developer	25 .68
15110 - Test Proctor	18 .43
15120 - Tutor	18 .43

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	9 .03
16030 - Counter Attendant	9 .03
16040 - Dry Cleaner	10 .89
16070 - Finisher, Flatwork, Machine	9 .03
16090 - Presser, Hand	9 .03
16110 - Presser, Machine, Drycleaning	9 .03
16130 - Presser, Machine, Shirts	9 .03
16160 - Presser, Machine, Wearing Apparel, Laundry	9 .03
16190 - Sewing Machine Operator	12 .26
16220 - Tailor	13 .20
16250 - Washer, Machine	9 .91

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	18 .32
19040 - Tool And Die Maker	21 .12

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	12 .84
21030 - Material Coordinator	18 .58
21040 - Material Expediter	18 .58
21050 - Material Handling Laborer	12 .26
21071 - Order Filler	11 .46
21080 - Production Line Worker (Food Processing)	12 .84
21110 - Shipping Packer	13 .82
21130 - Shipping/Receiving Clerk	13 .82
21140 - Store Worker I	10 .53
21150 - Stock Clerk	14 .93
21210 - Tools And Parts Attendant	13 .58
21410 - Warehouse Specialist	12 .84

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	28 .07
23021 - Aircraft Mechanic I	26 .73
23022 - Aircraft Mechanic II	28 .07
23023 - Aircraft Mechanic III	29 .47
23040 - Aircraft Mechanic Helper	20 .93
23050 - Aircraft, Painter	24 .39
23060 - Aircraft Servicer	23 .28
23080 - Aircraft Worker	24 .53
23110 - Appliance Mechanic	17 .26
23120 - Bicycle Repairer	13 .91
23125 - Cable Splicer	24 .90
23130 - Carpenter, Maintenance	18 .58
23140 - Carpet Layer	16 .21
23160 - Electrician, Maintenance	26 .51
23181 - Electronics Technician Maintenance I	19 .33
23182 - Electronics Technician Maintenance II	23 .28
23183 - Electronics Technician Maintenance III	24 .48
23260 - Fabric Worker	15 .97
23290 - Fire Alarm System Mechanic	18 .14
23310 - Fire Extinguisher Repairer	14 .78
23311 - Fuel Distribution System Mechanic	19 .17
23312 - Fuel Distribution System Operator	16 .33
23370 - General Maintenance Worker	17 .01
23380 - Ground Support Equipment Mechanic	26 .73
23381 - Ground Support Equipment Servicer	23 .28
23382 - Ground Support Equipment Worker	24 .53
23391 - Gunsmith I	14 .78
23392 - Gunsmith II	17 .07
23393 - Gunsmith III	19 .16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20 .06
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20 .93
23430 - Heavy Equipment Mechanic	17 .68

23440 - Heavy Equipment Operator	18 .14
23460 - Instrument Mechanic	21 .38
23465 - Laboratory/Shelter Mechanic	18 .23
23470 - Laborer	10 .97
23510 - Locksmith	17 .26
23530 - Machinery Maintenance Mechanic	20 .81
23550 - Machinist, Maintenance	20 .16
23580 - Maintenance Trades Helper	13 .58
23591 - Metrology Technician I	21 .38
23592 - Metrology Technician II	22 .31
23593 - Metrology Technician III	23 .25
23640 - Millwright	20 .48
23710 - Office Appliance Repairer	17 .26
23760 - Painter, Maintenance	17 .26
23790 - Pipefitter, Maintenance	19 .44
23810 - Plumber, Maintenance	18 .98
23820 - Pneudraulic Systems Mechanic	19 .16
23850 - Rigger	19 .47
23870 - Scale Mechanic	17 .07
23890 - Sheet-Metal Worker, Maintenance	18 .14
23910 - Small Engine Mechanic	17 .07
23931 - Telecommunications Mechanic I	23 .20
23932 - Telecommunications Mechanic II	24 .23
23950 - Telephone Lineman	23 .20
23960 - Welder, Combination, Maintenance	19 .16
23965 - Well Driller	19 .16
23970 - Woodcraft Worker	19 .16
23980 - Woodworker	13 .67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9 .68
24580 - Child Care Center Clerk	12 .06
24610 - Chore Aide	6 .55
24620 - Family Readiness And Support Services Coordinator	11 .43
24630 - Homemaker	15 .41

25000 - Plant And System Operations Occupations

25010 - Boiler Tender	21 .14
25040 - Sewage Plant Operator	17 .00
25070 - Stationary Engineer	21 .14
25190 - Ventilation Equipment Tender	14 .33
25210 - Water Treatment Plant Operator	16 .65

27000 - Protective Service Occupations

27004 - Alarm Monitor	14 .82
27007 - Baggage Inspector	10 .14
27008 - Corrections Officer	18 .04
27010 - Court Security Officer	18 .04
27030 - Detection Dog Handler	17 .90
27040 - Detention Officer	18 .04
27070 - Firefighter	17 .90
27101 - Guard I	10 .14
27102 - Guard II	17 .90
27131 - Police Officer I	23 .33
27132 - Police Officer II	25 .99

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10 .69
28042 - Carnival Equipment Repairer	11 .24
28043 - Carnival Equipment Worker	8 .25
28210 - Gate Attendant/Gate Tender	13 .90
28310 - Lifeguard	12 .38
28350 - Park Attendant (Aide)	15 .55
28510 - Recreation Aide/Health Facility Attendant	11 .35
28515 - Recreation Specialist	17 .83
28630 - Sports Official	12 .38
28690 - Swimming Pool Operator	15 .85

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer	17 .78
29020 - Hatch Tender	17 .78
29030 - Line Handler	17 .78
29041 - Stevedore I	16 .63

29042 - Stevedore II	18 .93
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30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	38 .22
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26 .36
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	29 .02
30021 - Archeological Technician I	19 .34
30022 - Archeological Technician II	23 .15
30023 - Archeological Technician III	28 .91
30030 - Cartographic Technician	28 .67
30040 - Civil Engineering Technician	27 .30
30061 - Drafter/CAD Operator I	19 .18
30062 - Drafter/CAD Operator II	23 .15
30063 - Drafter/CAD Operator III	25 .80
30064 - Drafter/CAD Operator IV	29 .47
30081 - Engineering Technician I	16 .59
30082 - Engineering Technician II	20 .41
30083 - Engineering Technician III	22 .83
30084 - Engineering Technician IV	28 .28
30085 - Engineering Technician V	36 .15
30086 - Engineering Technician VI	41 .85
30090 - Environmental Technician	27 .24
30210 - Laboratory Technician	23 .55
30240 - Mathematical Technician	28 .67
30361 - Paralegal/Legal Assistant I	19 .94
30362 - Paralegal/Legal Assistant II	24 .71
30363 - Paralegal/Legal Assistant III	30 .22
30364 - Paralegal/Legal Assistant IV	35 .81
30390 - Photo-Optics Technician	28 .67
30461 - Technical Writer I	20 .79
30462 - Technical Writer II	25 .43
30463 - Technical Writer III	29 .06
30491 - Unexploded Ordnance (UXO) Technician I	24 .29
30492 - Unexploded Ordnance (UXO) Technician II	29 .39
30493 - Unexploded Ordnance (UXO) Technician III	35 .23
30494 - Unexploded (UXO) Safety Escort	24 .29

30495 - Unexploded (UXO) Sweep Personnel	24 .29
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30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23 .95
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30621 - Weather Observer, Senior (2)	27 .71
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31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	10 .55
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31030 - Bus Driver	15 .48
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31043 - Driver Courier	12 .73
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31260 - Parking and Lot Attendant	8 .34
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31290 - Shuttle Bus Driver	13 .87
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31310 - Taxi Driver	10 .49
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31361 - Truckdriver, Light	13 .87
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31362 - Truckdriver, Medium	17 .23
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31363 - Truckdriver, Heavy	18 .99
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31364 - Truckdriver, Tractor-Trailer	18 .99
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99000 - Miscellaneous Occupations

99030 - Cashier	9 .10
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99050 - Desk Clerk	10 .65
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99095 - Embalmer	21 .55
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99251 - Laboratory Animal Caretaker I	9 .49
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99252 - Laboratory Animal Caretaker II	10 .62
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99310 - Mortician	24 .04
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99410 - Pest Controller	14 .21
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99510 - Photofinishing Worker	10 .43
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99710 - Recycling Laborer	13 .60
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99711 - Recycling Specialist	16 .58
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99730 - Refuse Collector	12 .13
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99810 - Sales Clerk	11 .41
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99820 - School Crossing Guard	9 .05
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99830 - Survey Party Chief	20 .96
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99831 - Surveying Aide	14 .35
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99832 - Surveying Technician	18 .13
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99840 - Vending Machine Attendant	12 .00
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99841 - Vending Machine Repairer	14 .41
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99842 - Vending Machine Repairer Helper	12 .31
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:
If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the

contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 30		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (if other than item 6) Gail A. Rollins, Contract Specialist PH: 281.244.6773 Fax: 281.483.9741 Email: gail.a.rollins@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Alan C. Spencer 4209 Balloon Park Rd NE, Suite A Albuquerque, NM 87109		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 03/31/08	

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 one (1) copy 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 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)

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


<input checked="" type="checkbox"/>	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
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 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 recognize earned Award Fee for evaluation period 2, September 1, 2008 through February 28, 2009. Amount of payment due: (b) (4)

Except as provided herein, all terms and conditions of the document referenced in item 5A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 4/28/09

1. The amount of Award Fee is calculated as follows:

Award Fee Available for the Period:

(b) (4)

Award Fee Earned: (b) (4)

Less: Provisional Award Fee Paid:

Total Amount to be paid to Contractor: (b) (4) (rounded)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 35		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) Misti M. Moore, Contract Specialist PH: 281.483.6716 Email: Misti.M.Moore@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/07	

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

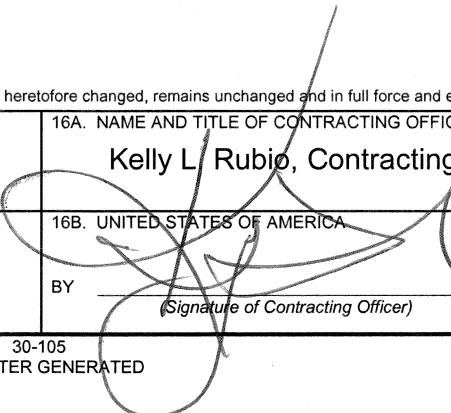
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (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:
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ 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 make an administrative change Section C, 8.1.4 Critical Shipments and Section 9.0 Inbound Freight Shipments in contract NNJ08JA01C.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 8/31/2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. Section C.8.1.4 Critical Shipments

Delete last sentence within paragraph, which reads as follows:

“A critical shipment shall always be transported using an air-ride equipped vehicle.”

2. Section C. 9.0 Inbound Freight Services

Delete last sentence within second paragraph, which reads as follows:

“The Contractor shall always deliver Routine and Priority receipts using an air-ride equipped vehicle.”

These changes are made at no additional cost to the Government. As a result of this modification, the pages in Section C have been altered. Attached are the change pages.

8.0 PACKING AND SHIPPING SERVICES

The Contractor shall perform packing and shipping, and accounting and shipment tracking services to ensure that all freight is processed and shipped to support JSC and NASA Programs. The Contractor shall utilize JOFLS for the purpose of accounting and tracking of all JSC shipments from receipt of items being shipped, in accordance with NPR 6000.1, Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components, and NPR 6200.1, NASA Transportation and General Traffic Management.

8.1 Packing and Shipping Operations

The Contractor shall perform packing and shipping operations for routine, priority, hazardous, and critical types of shipments to ensure services are accomplished safely, accurately and on time. The Contractor shall coordinate directly with COTR-selected commercial carrier for the pick up of the shipment to ensure timely delivery of shipments. The Contractor shall provide a "Packing and Shipping Statistical Report" in accordance with DRD AN-8-1, Packing and Shipping Statistical Report.

8.1.1 Routine Shipments

The Contractor shall process routine shipments within 4 work days of receipt of item or documentation. From time to time, the Contractor shall pick up routine shipments from customer's locations.

8.1.2 Priority Shipments

The Contractor shall process all priority shipments to meet the identified delivery date on the shipping documents, if the delivery date identified is within 3 work days of date received. From time to time, the Contractor shall pick up priority shipments from customer's locations.

8.1.3 Hazardous Materials Shipments

A hazardous materials shipment shall always be processed as a priority shipment. The Contractor shall pick up all hazardous materials shipments from customer's locations. The Contractor shall process hazardous materials shipments per the shipping document and in compliance with the Hazardous Materials Regulations or Title 49 CFR, as applicable.

8.1.4 Critical Shipments

A critical shipment shall always be processed as a priority shipment. The Contractor shall pick up all critical shipments from customer's location and process per the shipping document to ensure effective adherence to special handling and shipping constraints. Flight hardware and moon rocks are examples of critical shipments.

8.2 Accounting and Shipment Tracking

The Contractor shall develop and implement a process for performing post payment audits of all freight bills for transportation services over \$100 to ensure accurate payment of freight charges by the Government. The Contractor shall certify original freight bills before forwarding to the Financial Management Office for timely processing of invoices. The Contractor shall report discrepancies in accordance with DRD AN-8-2, Pre Payment Audit Report.

The Contractor shall maintain and update the JOFLS database with shipment data to ensure accurate reporting, tracking of shipments, and invoice certifications.

8.3 Non-Core Hour Packing and Shipping Services

The Contractor shall complete COTR approved non-core packing and shipping requests on the scheduled date to ensure items are packed and shipped to meet customer requirements.

9.0 INBOUND FREIGHT SERVICES

The Contractor shall perform in-checking, inspection, based on the types of inbound freight, and shipment tracking to ensure all inbound items are effectively received to support JSC and NASA programs. The Contractor shall ensure items are processed safely, accurately and on time and are received and delivered to final destination. The Contractor shall ensure all discrepancies are resolved and freight claims are processed in accordance with Title 41 CFR, Chapter 101-40.7, Reporting and Adjusting Discrepancies in Government Shipments.

The Contractor shall perform in-bound freight services supporting NASA procured or acquired products by recording each receipt in SAP, as well as TIFL. Contractor receipts shall be accounted for in TIFL and require in-checking, x-ray security screening, and delivery only. An x-ray machine is available for use to screen packages upon delivery.

9.1 In-Checking

The Contractor shall perform in-checking of all inbound freight to ensure accuracy and accountability of items received. The Contractor shall off-load and x-ray all inbound freight shipments, except when directed by the COTR. The Contractor shall escort all NASA shipments not off-loaded at Central Receiving to their final destination.

9.2 Inspection

The Contractor shall inspect all inbound freight to ensure accuracy and accountability of items received. The Contractor shall perform the tagging of items in accordance with NPR 4200.1, NASA Equipment Manual.

9.3 Types of Inbound Freight

The Contractor shall perform in-checking, inspection, and delivery to final destination within the time lines defined for the following freight types:

9.3.1 Routine Receipts

The Contractor shall process routine receipts no later than the second work day after receipt of item to ensure timely delivery of freight. Routine receipts are receipts not meeting the definition of a priority receipt.

9.3.2 Priority Receipts

The Contractor shall process priority receipts on the same work day item is received. Priority receipts are defined as: Hazardous Materials; Communication Security (COMSEC); Medical Items or Drugs; Work Stoppages; or receipts requiring special handling. The Contractor shall provide a "Hazardous Materials Statistical Report" in accordance with DRD AN-9-1, Hazardous Material Statistical Report.

9.3.2.1 Hazardous Materials

The Contractor shall ensure hazardous materials shipments are received with applicable Material Data Safety Sheets (MSDS) before delivery of freight to customer. In addition, the following hazardous materials require special handling and delivery:

a. Bulk Gases or Liquids

The Contractor shall ensure bulk gases or liquids are weighed on JSC's calibrated scales by recording the beginning and ending weights of the vehicles carrying bulk gases or liquids to ensure accurate documentation of hazardous material weights.

b. Explosive Materials (Class 1)

The Contractor shall coordinate escort services with the Safety & Fire Services (S&FS) Department to ensure safe transport and delivery. The Contractor shall immediately complete the in-checking process at the Energy Systems Test Area (ESTA) to ensure ESTA personnel complete the inspection process.

c. Lithium Batteries (Class 9)

The Contractor shall immediately perform the in-checking and inspection processes, and delivery in accordance with JSC Document 18661, Safety Requirements and Procedures for Handling and Disposal of Lithium Cells/Batteries to ensure the safe handling and delivery.

d. Radioactive Receipts (Class 7)

The Contractor shall immediately perform the in-checking and inspection processes and store in designated refrigerator area and notify the JSC Radiation Safety Officer for pick up within 1 hour of receipt to ensure safe handling and delivery.

e. Propane Tanks (Class 2.1)

The Contractor shall immediately perform the in-checking process and coordinate escort services with the S&FS Department for delivery with quantities of 150 gallons or greater to ensure safe handling and delivery.

9.3.2.2 Receipt of Communication Security (COMSEC)

The Contractor shall immediately isolate and secure items to ensure safe and secure protection. The Contractor shall also notify the COMSEC account manager in accordance with NPR 1620.1, NASA Security Program Procedural Requirements.

9.3.2.3 Medical Items or Drugs

The Contractor shall immediately receive and process medical and drug items and store in a secure location. The Contractor shall notify the JSC Drug Control Officer within 4 hours for the pick up to ensure timely disposition, preservation, and protection of contents.

9.3.2.4 Work Stoppage

From time to time, a customer will request receiving activities be performed in an expedited manner. The Contractor shall perform work stoppage receipts within 2 hours of receipt to ensure timely delivery.

9.3.2.5 Special Handling

The Contractor shall expedite the in-checking and inspection processes for items that require refrigeration, rigging and heavy hauling support, escorts, oversized deliveries, monitoring devices, or those items identified as premium transportation deliveries to ensure timely delivery. The Contractor shall coordinate all rigging requirements with the Facilities Contractor. Examples of premium transportation service include: exclusive use, priority, overnight or next day service.

9.4 Shipment Tracking

The Contractor shall use the TIFL database to track the status of all inbound freight from receipt to final destination. The Contractor shall update TIFL immediately anytime a change in status occurs. The Contractor shall provide a "Receiving Statistical Report" in accordance with DRD AN-9-2, Receiving Statistical Report.

9.5 Non-Core Hour Inbound Freight Services

The Contractor shall complete COTR approved non-core inbound freight services on the scheduled date to ensure items are received and delivered to meet customer requirements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO. 45		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than item 6) Misti M. Moore, Contract Specialist PH: 281.483.6716 Email: Misti.M.Moore@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861						(4)	
						9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
CODE						FACILITY CODE	
						X	
						10B. DATED (SEE ITEM 13) 12/21/07	

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a)(3)- Mutual Agreement of the Parties
	D. OTHER. Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ 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 add "ENVIRONMENTAL AND ENERGY CONSUMING PRODUCTS COMPLIANCE REPORT" DRD (AN-1-4), Section J, Attachment D of contract NNJ08JA01C.

This modification is administrative in nature and does not constitute a change to the contract, therefore, it is issued at no additional cost.

NOTE: See attached replacement pages.

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) Katrina A. Parrott, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/2/10	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 1/5/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 2

2 AMENDMENT/MODIFICATION NO 46		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (if applicable)	
6 ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7 ADMINISTERED BY (if other than Item 6) Misti M. Moore, Contract Specialist PH: 281.483.6716 Email: Misti.M.Moore@nasa.gov		CODE BJ5	
8 NAME AND ADDRESS OF CONTRACTOR (No Street county State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861						(4)	
						9A AMENDMENT OF SOLICITATION NO	
						9B DATED (SEE ITEM 11)	
						10A MODIFICATION OF CONTRACT/ORDER NO NNJ08JA01C	
CODE						10B DATED (SEE ITEM 13) 12/21/07	
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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

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

(4)	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a)(3)- Mutual Agreement of the Parties
	D OTHER (Specify type of modification and authority)

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

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


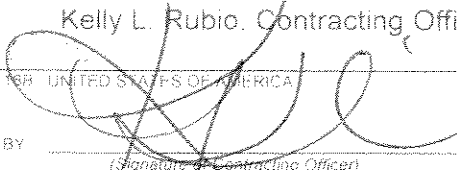
The purpose of this modification is to :

Delete FAR Clause 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration, from Section I, I.1, Listing of Clauses Incorporated by Reference. FAR Clause 52.232-34 is hereby deleted and replace with FAR Clause 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration in Section I of contract NNJ08JA01C.

This modification is administrative in nature and does not constitute a change to the contract; therefore, it is issued at no additional cost.

NOTE: See attached replacement page.

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) Katrina A. Parrott, Program Manager		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED 4/12/10	16B UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C DATE SIGNED 4/15/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. 48		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE RFO NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Misti M. Moore, Contract Specialist PH: 281.483.6716 Email: Misti.M.Moore@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				(4)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
					10B. DATED (SEE ITEM 13) 12/21/07	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)(3)- Mutual Agreement of the Parties
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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 add language to the evaluation criteria entitled 8.1 – "Prepare Routine/Priority & Flight/Hazardous Shipments Accurately and On Time" of the "Performance Metrics & Workload Data" DRD (AN-1-5), in Section J, Attachment C of contract NNJ08JA01C.

NOTE: Due to the above revision, the subsequent page numbers rolled and therefore, Section J, (DRD AN-1-5) is provided in its entirety for purposes of conforming the contract.

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) Katrina A. Parrott, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 8/23/10	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8/23/2010

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

APART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT C – DATA REQUIREMENTS LISTINGS AND SUBMITTALS

TABLE OF CONTENTS

<u>DOCUMENTS</u>	<u>DESCRIPTION</u>	<u>FREQUENCY</u>	<u>SOW PAGE No.</u>
<u>DRL</u>	<u>DATA REQUIREMENT LISTING</u>		
	<u>DRL Identification</u>		
AN-1-1	Logistics Technical Integration Plan	Once w/updates	C-7
AN-1-2	Logistics Operations Phase-In Plan	Once	C-7
AN-1-3	NF533 Cost and Data Reporting	Monthly/Quarterly	C-7
SA-1-1	Safety and Health Plan	Once w/updates	C-8
QA-1-1	Quality Control Plan	Once	C-8
AN-1-4	Environmental and Energy Consuming Product Compliance Reports	Annually	C-8
AN-1-5	Performance Metrics & Workload Data	Monthly	C-10
AN-1-6	Emergency Preparedness Plan	Once w/updates	C-10
AN-1-7	Wage/Salary and Fringe Benefit Data	Annually	NA
AN-1-8	Notification of Potential Labor Dispute and Contingency Strike Plan	Once w/updates	NA
AN-1-9	Government Property Management Plan	Once w/updates	C-11
AN-1-10	Reprocurement Data Package	Once	NA
AN-1-11			
AN-1-12			
AN-1-13	Information Technology (IT) Security Plan	Annually	NA
AN-2-1	Sample Physical Inventory Schedule	Annually	C-17
AN-2-2	Vendor Owned Cylinder Demurrage Charges	Monthly	C-17
AN-2-3	Cylinder Triennial Inventory Report	Triennial	C-18

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

AN-6-1	Annual Inventory Schedule	Annually	C-23
AN-7-1	Cost of GSA Sales Report	Monthly/Annually	C-27
AN-8-1	Packing and Shipping Statistical Report	Quarterly	C-28
AN-8-2	Pre Payment Audit Report	Semi-Annually	C-28
AN-9-1	Hazardous Material Statistical Report	Quarterly	C-30
AN-9-2	Receiving Statistical Report	Quarterly	C-32
AN-10-1	Vehicle Statistical Report	Quarterly	C-33
AN-10-2	Vehicle Accident Report	Semi-Annually	C-34

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)

Based on JSC-STD-123

Page 1 of 6

a. Title of Contract, Project, SOW, etc. Logistics Operations Contract (LOC)		b. Contract/RFP No. NNJ08JA01C		c. DRL Date/Mod Date		
1. Line item no. AN-1-1	2. DRD Title Logistics Technical Integration Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type Print b. 1
	8. Distribution (Continue on a blank sheet if needed) JB/COTR (1 hard copy of signed original)	9. Remarks				
1. Line item no. AN-1-2	2. DRD Title Logistics Operations Phase-In Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type Print b. 1
	8. Distribution (Continue on a blank sheet if needed) JB/COTR (1 hard copy of signed original)	9. Remarks				
1. Line item no. AN-1-3	2. DRD Title NF533 Cost and Data Reporting	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO/QU	5. As-of-date	6. 1 st subm. date see 9.	7. Copies a. Type Mixed b. 16
	8. Distribution (Continue on a blank sheet if needed) LF/Cost Accounting (1 electronic copy and 1 hard copy of signed original, 1 flat file) BJ/Contracting Officer (1 electronic copy and 1 hard copy with original signature) LI/Budget/Program Analyst (1 electronic copy and 1 hard copy of signed original) JA/Technical (8 electronic copies for Annex managers/COTR, and 1 hard copy of signed original to COTR)	9. Remarks The due dates for the NF533M and NF533Q reports are outlined in Chapter 3 of NPR 9501.2D.				
1. Line item no. SA-1-1	2. DRD Title Safety and Health Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency OT	5. As-of-date	6. 1 st subm. date	7. Copies a. Type Mixed b. 4 + 1

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

	<p>8. Distribution (Continue on a blank sheet if needed)</p> <p>JSC Occupational Safety Branch (1 hard copy, 1 electronic copy)</p> <p>JSC Occupational Health Officer (1 hard copy)</p> <p>JSC Emergency Preparedness Office (1 hard copy)</p> <p>JSC Environmental Services Office (1 hard copy)</p> <p>JSC Safety Manager (1 hard copy and 1 electronic copy)</p>	<p>9. Remarks</p> <p>Copies with proposal as provided in RFP instructions; distribute to those in block 8 after Government approval. Amend to contract by contract mod.</p>
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JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)

Based on JSC-STD-123

Page 2 of 6

a. Title of Contract, Project, SOW, etc. Logistics Operations Contract (LOC)		b. Contract/RFP No. NNJ08JA01C		c. DRL Date/Mod Date	
1. Line item no. QA-1-1	2. DRD Title Quality Control Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency OT	5. As-of-date	6. 1 st subm. date see block 9
	8. Distribution (Continue on a blank sheet if needed) Hard copies to CO Electronic copy to CO		9. Remarks 20 hard copies due with proposal submission 20 hard copies & 1 electronic copy due 15 days before contract start 5 hard copies & 1 electronic copy 15 days after approved copy	7. Copies a. Type b. Mixed	
1. Line item no. AN-1-4	2. DRD Title Environmental and Energy Consuming Product Compliance Reports	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date	6. 1 st subm. date 1/15/09
	8. Distribution (Continue on a blank sheet if needed) JE/Lead, Environmental (1 hard copy) JP/Branch Chief (1 hard copy)		9. Remarks Contractor's format is acceptable.	7. Copies a. Type b. see 9.	
1. Line item no. AN-1-5	2. DRD Title Performance Metric & Workload Data	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date 4/5/08
	8. Distribution (Continue on a blank sheet if needed) BJ/Contracting Officer (1 electronic copy and 1 hard copy) JB/COTR (1 electronic copy and 1 hard copy)		9. Remarks Submit with NF533 Report	7. Copies a. Type b. Mixed	
1. Line item no. AN-1-6	2. DRD Title Emergency Preparedness Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date	6. 1 st subm. date 4/1/08
				7. Copies a. Type b. Print	

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

	8. Distribution (Continue on a blank sheet if needed) BJ/Contracting Officer (1 hard copy & 1 CD copy)	9. Remarks
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JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)									
(See reverse for instructions) Based on JSC-STD-123									
a. Title of Contract, Project, SOW, etc. Logistics Operations Contract (LOC)		b. Contract/RFP No. NNJ08JA01C		c. DRL Date/Mod Date		Page 3 of 6			
1. Line item no. AN-1-7	2. DRD Title Wage/Salary and Fringe Benefit Data	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date	6. 1 st subm. date 4/1/08	7. Copies a. Type b. Print 2			
		8. Distribution (Continue on a blank sheet if needed) BJ/Contracting Officer (1 hard copy) BA2/Contract Labor Relations Officer (1 signed hard copy)							
1. Line item no. AN-1-8	2. DRD Title Notification of Potential Labor Dispute and Contingency Strike Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date	6. 1 st subm. date 3/1/08	7. Copies a. Type b. Print 2			
		8. Distribution (Continue on a blank sheet if needed) BJ/Contracting Officer (1 hard copy) BA2/Contract Labor Relations Officer (1 signed hard copy)							
1. Line item no. AN-1-9	2. DRD Title Government Property Management Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency RT	5. As-of-date	6. 1 st subm. date 3/1/08	7. Copies a. Type b. Other 1			
		8. Distribution (Continue on a blank sheet if needed) JB/Industrial Property Officer							

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)
Based on JSC-STD-123

1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies
		<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request			3/1/2017	a. Type b. Other
AN-1-10	Reprocurement Data Package					2
	8. Distribution (Continue on a blank sheet if needed) OL/Data Management (1 original hard copy) Program Authorized Repository (1 electronic copy)					
AN-1-11						
	8. Distribution (Continue on a blank sheet if needed)					
AN-1-12						
	8. Distribution (Continue on a blank sheet if needed)					
AN-1-13	Information Technology (IT) Security Plan					
	8. Distribution (Continue on a blank sheet if needed)					

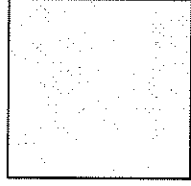
JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)										Page 4 of 6	
(See reverse for instructions) Based on JSC-STD-123											
a. Title of Contract, Project, SOW, etc. Logistics Operations Contract (LOC)			b. Contract/RFP No. NNJ08JA01C			c. DRL Date/Mod Date					
1. Line item no. AN-2-1	2. DRD Title Sample Physical Inventory Schedule	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date	6. 1 st subm. date 9/30/08	7. Copies a. Type b. Other					
8. Distribution (Continue on a blank sheet if needed) JB9/Branch Chief							9. Remarks Electronic copy				
1. Line item no. AN-2-2	2. DRD Title Vendor Owned Cylinder Demurrage Charges	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date 3/31/08	7. Copies a. Type b. Other					
8. Distribution (Continue on a blank sheet if needed) JB9/NSMS Lead							9. Remarks Electronic Copy				
1. Line item no. AN-2-3	2. DRD Title Cylinder Triennial Inventory Report	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency Triennial	5. As-of-date	6. 1 st subm. date 9/30/08	7. Copies a. Type b. Print					
8. Distribution (Continue on a blank sheet if needed) JB9/Branch Chief							9. Remarks				
1. Line item no. AN-6-1	2. DRD Title Annual Inventory Schedule	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date	6. 1 st subm. date see remarks	7. Copies a. Type b. Other					

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

	8. Distribution (Continue on a blank sheet if needed) JB3/Lead, Equipment Manager	9. Remarks Submittal date for Numbers 1 & 2 is 9/1/08 Submittal date for Number 3 is 10/10/08 Electronic copy
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JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)

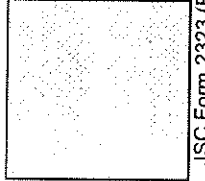
JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)										Page 5 of 6	
(See reverse for instructions) Based on JSC-STD-123											
a. Title of Contract, Project, SOW, etc. Logistics Operations Contract (LOC)			b. Contract/IRFP No. NNJ08JA01C			c. DRL Date/Mod Date					
1. Line item no. AN-7-1	2. DRD Title Cost of GSA Sales Report	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 2				
8. Distribution (Continue on a blank sheet if needed) JB3/Branch Chief JB3/Property Disposal Officer		9. Remarks Electronic copy Report due within 5 working days after sale is complete.									
1. Line item no. AN-8-1	2. DRD Title Packing & Shipping Statistical Report	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency QU	5. As-of-date	6. 1 st subm. date 4/5/08	7. Copies a. Type b. Other 1				
8. Distribution (Continue on a blank sheet if needed) JB7/Branch Chief		9. Remarks Electronic copy									
1. Line item no. AN-8-2	2. DRD Title Pre-Payment Audit Report	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency SA	5. As-of-date	6. 1 st subm. date 4/5/08	7. Copies a. Type b. Other 1				
8. Distribution (Continue on a blank sheet if needed) JB7/Branch Chief		9. Remarks Electronic copy									
1. Line item no. AN-9-1	2. DRD Title Hazardous Material Statistical Report	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency QU	5. As-of-date	6. 1 st subm. date 4/5/08	7. Copies a. Type b. Other 1				
8. Distribution (Continue on a blank sheet if needed) JB7/Branch Chief		9. Remarks Electronic copy									

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

	8. Distribution (Continue on a blank sheet if needed) JB7/Branch Chief	9. Remarks Electronic copy
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JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

JSC DATA REQUIREMENTS LIST (DRL)										Page 6 of 6			
a. Title of Contract, Project, SOW, etc. Logistics Operations Contract (LOC)										b. Contract/RFP No. NNJ08JA01C		c. DRL Date/Mod Date	
1. Line item no. AN-9-2		2. DRD Title Receiving Statistical Report		3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency QU		5. As-of-date		6. 1 st subm. date 4/5/08		7. Copies a. Type b. Other	
		8. Distribution (Continue on a blank sheet if needed) JB7/Branch Chief				9. Remarks Electronic copy							
1. Line item no. AN-10-1		2. DRD Title Vehicle Statistical Report		3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency QU		5. As-of-date		6. 1 st subm. date 4/5/08		7. Copies a. Type b. Other	
		8. Distribution (Continue on a blank sheet if needed) JB7/Branch Chief				9. Remarks Electronic copy							
1. Line item no. AN-10-2		2. DRD Title Vehicle Accident Report		3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency SA		5. As-of-date		6. 1 st subm. date 4/5/08		7. Copies a. Type b. Other	
		8. Distribution (Continue on a blank sheet if needed) JB7/Branch Chief				9. Remarks Electronic Copy							
1. Line item no.		2. DRD Title		3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request		4. Frequency		5. As-of-date		6. 1 st subm. date		7. Copies a. Type b. Other	

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

8. Distribution (Continue on a blank sheet if needed)	9. Remarks
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JSC Form 2323 (Rev May 1, 1991) (MS Word August 1995)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
Logistics Technical Integration Plan	Per RFP	AN-1-1	NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data)			
Description/Use: To describe the Contractors logistics organization, administration, approach, and systems.			
5. DRD Category: (check	Technical	<input checked="" type="checkbox"/> Administrative	SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
SOW Subpart: 1.7.3			
8. Preparation Information (Include complete instructions for document preparation)			

Scope: A contract specific Logistics Technical Integration Plan shall be prepared which describes the Contractor's overall approach to fulfill the requirements of the SOW in each of the following areas below:

NOTE: Upon Contract Award, the Contractor's Logistics Technical Integration Plan ("The Plan") becomes a contractual requirement.

- a. Describe the tools that will be used to plan, track, and organize the tasks required in the contract.
- b. Show the Contractors understanding of the scope of work described by identifying technical risks associated with the work described as it relates to the overall JSC mission, and generate a proposed plan to mitigate those risks.
- c. Identify or propose opportunities to incorporate current or emerging technologies and processes to streamline or enhance systems or processes currently in use.
- d. Describe any efficiencies and innovations that cover multiple areas (SOW or Task Orders).
- e. Describe the key metrics you would use and what performances they are designed to measure. In addition, describe the benefits that the metrics will provide.
- f. Address your plan for work definition and authorization, scheduling, budgeting, data accumulation, material control, indirect cost administration, baseline control, training and certification of personnel and organizational structure.

Frequency: The Contractor shall submit their proposed plan with the initial contract proposal. The approved plan will become part of the contract and included in Section J, Attachment H. Within 45 days following the addition/deletion of COTR-approved major content to the contract or to describe any justify major changes in the contractor's organizational structure, approach, and/or system.

Distribution: Plan distribution shall be as specified below plus additional per Contracting Officer's letter.

- a. Initial – As specified in Proposal Instructions
- b. Final – Contracting Officer, COTR, Logistics Division and Branch Management
- c. Update – COTR, Logistics Division and Branch Management

Format: The Contractors format is acceptable.

Maintenance: Revisions to the plan are subject to COTR review and approval. Changes shall be incorporated as required by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Specific Areas of Emphasis:

The Plan shall also address specific work processes to accomplish logistics operations for the specific areas of emphasis identified below:

Supply Technical Integration:

- a. Administration of Assets: Describe your process to administer store stock, program stock, and critical spares items to ensure items are available when requested.
- b. Purchasing: Describe your process to purchase store stock and critical spare assets for the Government's use and differentiate between purchases made on behalf of the Government and Contractor purchases of items required in performance of work identified within the SOW.
- c. Gas Cylinder Operations: Describe your process to administer the gas cylinder operations, including accountability, purchasing, segregation, inventory and demurrage tracking.

Furniture/Moving and Hauling Technical Integration:

- a. Furniture Repair: Describe your process to accomplish furniture repairs.
- b. Furniture Operations: Describe your process for furniture operations to ensure furniture is assembled, readied for delivery, delivered, installed, and unused furniture returned to the warehouse.
- c. Moving and Hauling: describe your process to incorporate and accomplish customer moving and hauling requests into the COTR established personnel move, and moving and hauling schedule.

Move Coordination Technical Integration:

Describe how your move coordination process will ensure cooperation between the entities both within and outside of the Center Operations Directorate to meet the COTR established move schedule and all identified actions are completed.

Property & Equipment Technical Integration:

- a. NEMS Accountability: Describe your process to account for acquisitions to establish new records and to track changes on current records.
- b. Property Inventories: Describe your process to identify and reconcile property records on an annual basis to include property with no ownership markings.
- c. Property Losses: Describe your process to track, investigate, document, and adjust records associated with property losses.
- d. Archive System: Describe your process capability to electronically retrieve documentation used in database record administration.

Redistribution and Utilization Technical Integration:

- a. Disposition of Excess Property: Describe your process for pickup, initial receipt, and disposition of property identified as excess to include Government Donation Programs, GSA Sales, and Scrap.
- b. Property Inventories: Describe your process to identify and reconcile disposal property records.
- c. Archive System: Describe your process capability to electronically retrieve documentation used in database record administration.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Transportation Technical Integration:

- a. Processing Hazardous Shipments: Describe your process for documentation of packaging and preparing hazardous materials for shipment.
- b. Packing and Shipping of Flight Hardware: Describe your process for packaging and preparing flight hardware for shipment.
- c. Receipt of Inbound Freight: Describe your process for receiving inbound freight shipments to include hazardous materials and flight hardware.
- d. Administration and Operation of Driver Services: Describe your process for providing driver services for transporting VIP groups and individual to and from local airports, hotels, and identified locations.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title Logistics Operations Phase-In Plan	2. Current Version Date Per RFP	3. DRL Line AN-1-2	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) To define and control the Contractor's approach to transition system, functions, and data responsibility from the incumbent Contractor.			
5. DRD Category: (check	Technical	<input checked="" type="checkbox"/> Administrative	SR&QA
6. References (Optional) SOW Subpart 1.7.1		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope: A contract specific Logistics Operations Phase-In Plan shall be prepared which describes the Contractors approach for the transition of responsibility from the incumbent Contractor during the 54-day transition period during which staffing buildup, transition inventories, and attaining readiness to assume responsibilities prior to contract start. The plan shall identify a comprehensive assessment of all logistical functional areas identified in the SOW, systems, and data of the prime Contractor, any associated Sub-Contractors, and major vendors. The Contractor shall ensure the plan:

- a. Addresses the transition of the existing work such that at the end of the phase-in period all work from the incumbent Contractor is being effectively performed.
- b. Includes specific schedule milestones required to accomplish the transition and the responsible Contractor element. The schedule shall identify activities necessary to meet the schedule, show the risks associated with the scheduled work transition, and any potential problem areas.
- c. The Contractor shall perform a 100% inventory of all store stock assets to be completed during phase in. The Contractor shall submit a schedule identifying milestones for accomplishing this inventory in the Phase-in plan.
- d. The Contractor shall perform a 100% inventory of all program stock assets to be completed during phase in. The Contractor shall submit a schedule identifying milestones for accomplishing this inventory in the Phase-In plan.
- e. The Contractor shall perform a 100% inventory of all critical spare assets to be completed during phase in. The Contractor shall submit a schedule identifying milestones for accomplishing this inventory in the Phase-In plan.
- f. The Contractor shall perform a 100% joint inventory with the incumbent Contractor of all Government-Furnished Property (GFP) and Installation Accountable Government Property (IAGP) provided on the contract to be completed during phase-in. The Contractor shall submit a schedule identifying milestones for accomplishing this inventory in the Phase-In plan.
- g. The Contractor shall perform a 100% joint inventory with the incumbent Contractor of all property located in the Redistribution and Utilization (R & U) warehouse to be completed during phase-in. The Contractor shall submit a schedule identifying milestones for accomplishing this inventory in the Phase-In plan. NOTE: This R & U inventory will serve as the initial triennial inventory identified within the SOW, with the next inventory to be performed in fiscal year 2011.
- h. Address office space required for phase-in, beyond what is to be provided by the Government, if any. (Reference Section F.6 Phase-In and Phase Out)

NOTE: Upon Contract Award, the Contractor's Logistics Operations Phase-In Plan ("The Plan") becomes a contractual requirement.

Frequency: The contractor shall submit their proposed plan with the initial proposal.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Distribution: Plan distribution shall be as specified below plus additional per Contracting Officer's letter.

- d. Initial – As specified in Proposal Instructions
- e. Final – Contracting Officer, COTR
- f. Update – COTR, Logistics Division and Branch Management

Format: The Contractors format is acceptable.

Maintenance: The Contractor may revise the plan at any time or at the direction of the CO. Revisions to the plan are subject to CO review and approval. Changes shall be incorporated as required by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title NF533 Cost and Data Reporting	2. Current Version Date Aug 1, 2006	3. DRL Line Item No. AN-1-3	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) To collect costs and workload data for all Contract work.			
5. DRD Category: (check one) <input type="checkbox"/> Tech <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) None		7. Interrelationships (e.g., with other DRDs) (Optional) None	
8. Preparation Information (Include complete instructions for document preparation)			

Scope:

To collect costs and workload data for all Contract work.

Distribution: Electronic files for distribution need to be in excel format, also need 1 flat file compatible with SAP for automatic downloading distributed to FMD:

Contact Names TBD:

LF Cost Accounting (1 electronic copy and 1 hard copy of signed original, also 1 flat file)
BJ Contracting Officer (1 electronic copy and 1 hard copy with original signature)
LI Budget/Program Analyst (1 electronic copy and 1 hard copy of signed original)
JA Technical (8 electronic copies for Annex managers/COTR, and 1 hard copy of signed original to COTR)

Format:

As indicated in details below.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Details:

I. GENERAL DIRECTION FROM THE JSC FINANCIAL MANAGEMENT DIVISION (FMD)

The NASA Form 533 (NF533) reports provide data necessary for the following:

1. Projecting costs and hours to ensure that dollar and labor resources realistically support project and program schedules.
2. Evaluating contractors' actual cost and fee data in relation to negotiated contract value, estimated costs, and budget forecast data.
3. Planning, monitoring, and controlling project and program resources.
4. Accruing cost in NASA's accounting system, providing program and functional management information, and resulting in liabilities reflected on the financial statements.

Cost is a financial measurement of resources used in accomplishing a specified purpose, such as performing a service, carrying out an activity, acquiring an asset, or completing a unit of work or project. NASA Procedural Requirements (NPR) 9501.2D entitled "NASA Contractor Financial Management Reporting," or its most current revision, identifies the cost reporting requirements for a contract.

NASA is required by law to maintain accrual accounting, which requires cost to be reported in the period in which benefits are received, without regard to time of payment. Examples of accrual accounting for common cost elements reported on the NF533 follow:

<u>Cost Elements</u>	<u>Definitions</u>
<i>Labor</i>	Reported to NASA as hours are incurred.
<i>Equipment & Materials</i> (commercial off the shelf)	Generally reported to NASA when received and accepted by the contractor.
<i>Manufactured Equipment</i>	Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to calculate the cost accrual amount.
<i>Leases</i>	Reported to NASA using a proration over the life of the lease.
<i>Travel</i>	Reported to NASA as costs are incurred.
<i>Subcontracts</i>	Actual and estimated costs reported by prime contractors shall include subcontractors' incurred costs for the same accounting period. Where subcontract costs are material, they should be separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific subdivisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Firm Fixed Price subcontracts with a contract value greater than \$500,000, the prime contractor is required to document the methodology used to generate the subcontractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

<i>Unfilled Orders</i>	Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors (may or may not be required monthly).
<i>Fee</i>	Should be accrued as earned using a consistent and auditable method to determine the amount. For example: an acceptable method would be to use historical data to determine the amount to accrue each month. Fee should be reported on the NF533 following the "Total Cost" line. Award fee must be reported by the following categories: Base Fee, Fee Earned, Interim Fee, Provisional Fee, Potential Additional Fee, and Total Fee. If any of the above fee categories do not pertain, they should not be included in the NF533.
<i>Prompt Payment Discounts</i>	Cumulative cost reported to NASA should be the full incurred cost. The prompt payment discount amount taken should be reported as a separate line item on the NF533 below the cumulative cost amounts for the contract.

The NF533 reports are the official cost documents used at NASA for cost type, price re-determination, and fixed price incentive contracts. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.

The due dates for the NF533M and NF533Q reports are outlined in Chapter 3 of NPR 9501.2D. The following is a summary of the NF533 due date requirements.

<u>NF533 Report</u>	<u>Due Date</u>
<i>NF533M</i>	Due no later than the 10 th working day after the end of the Contractor's accounting month, but no later than the 18 th calendar day of the month (whichever is sooner).
<i>NF533Q</i>	Due not later than the 15th day of the month proceeding the quarter being reported.

The due dates reflect the date the NF533 reports are received by personnel on the distribution list, not the date the reports are generated or mailed by the contractor. It is critical that the NF533 reports are submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system.

Uncompensated overtime hours worked should be reported on NF533 reports as a separate line item per attached format example.

An initial NF533 report is required in the NF533Q format to be used as a baseline for the life of the contract. The initial (baseline) NF533Q report shall be submitted by the contractor within 30 days after authorization to proceed has been granted. The initial report shall reflect the original contract value detailed by negotiated reporting categories and shall be the original contract baseline plan. In addition to the initial (baseline) report, monthly NF533 reporting shall begin no later than 30 days after the incurrence of cost.

Column 7b (planned cost incurred/hours worked for the month) and 7d (cumulative planned cost incurred/hours worked) of the NF533M represent the negotiated baseline plan for the contract. There may not be a relationship between the estimates provided in columns 8 of the NF533M to columns 7b and 7d. Columns 7b and 7d represent the legally binding contract negotiated baseline plan plus all authorized changes.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Short and long-term cost estimates, which include all data entered in columns 8 and 9a on the NF533M and NF533Q reports, shall be based on the most current and reliable information available.

Prior period cost adjustments should be reported in column 7a and 7c of NF533M and column 7a of the NF533Q with a note in the narrative discussing the reasons for and amounts of the adjustments.

Monthly NF533 reporting is no longer required once the contract is physically complete, provided the final cost report includes actual cost only (no estimates or forecasts). The Contractor must continue to submit monthly NF533 reports as long as estimates for the following period are included. If the final cost of a contract changes after the submission of the "final" Contractor cost report, the Contractor must submit a revised NF533 report in the month the cost change is recognized.

Electronic NF533 Requirement

In addition to submitting the NF533M or NF533Q in a hardcopy format, the contractor shall submit the NF533 electronically by the same due date as the hardcopy. The data shall be submitted via email using both the Government prescribed flat file format (see attached Agency Defined File Format for an example of the layout details) and excel format and shall include the following header information from the hardcopy.

<u>Data Element</u>	<u>Description</u>
Contract Number	NASA assigned contract number
Modification Number	Latest definitive Modification Number
Accrual Date	Date the data was generated for
Report Period End Date	Period ending date of the NF533
Operating Days	Number of operating days for the current NF533
Date Received/Submitted	Date the report is submitted
CCR Format	Monthly (NF533M) or Quarterly (NF533Q)
Cost Unit of Measure	Unit of measure used to report cost on the report NF533
HR/WYE Unit of Measure	Unit of measure used to report Hours/Work Year Equivalents (WYEs) on the NF533 report
Authorized Contractor Representative	Name of Contractor Approving Officer
Authorized Contractor Representative Date Signed	Date the NF533 is approved and signed by the authorized Contractor Representative
Monthly Grand Total Cost Incurred (7a)	Grand Total Actual Monthly cost for the prior month (column 7a on the NF533)
Monthly Grand Total HR/WYE (7a)	Grand Total Actual monthly hours/WYEs for the prior month (column 7a on the NF533)
Monthly Grand Total Cost Planned (7b)	Prior month planned cost (column 7b on the NF533)
Grand Total Cost Incurred ITD (7c)	Grand total contract cost from Inception to Date (ITD) (column 7c on the NF533)
Grand Total Planned Cost (7d)	Grand total planned contract cost (column 7d on the NF533)
Grand Total Estimated Cost (8a)	Grand total current month cost estimate (column 8a on the NF533)
Grand Total Estimated HR/WYE (8a)	Grand total current month HR/WYE estimate (column 8a on the NF533)
Grand Total Next Month Estimated Cost (8b)	Grand total next month cost estimate (column 8b on the NF533)
Grand Total Balance of Contract (8c)	Contract Balance for the remaining estimate to complete

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Grand Total Contractor Estimate (9a)	Contractor estimate to complete entire scope of contract
Grand Total Contract value (9b)	Contractor distribution of contract value by the reporting categories
Grand Total Unfilled Orders Outstanding (10)	Unfilled order outstanding at the end of the reporting period

The flat file will contain detail information for each Reporting Category (RC). A RC correlates to a task order, delivery order, or Work Breakdown Structure (WBS) and is the level at which cost is reported. Each RC can have Sub-Reporting Category line items (detailed cost elements) that add up to a RC. The Contractor is required to coordinate with the NASA Resource Analyst assigned to the Contract in order to establish and maintain the RC the Contractor shall use to comply with this data requirement. The chart below describes the data elements to be included in this section of the flat file (see attached Agency Defined File Format for specific layout details).

<u>Data Element Name</u>	<u>Description</u>
Reporting Category (RC)	Task, Delivery Order, Work Breakdown Structure
Cost Incurred for Month (7a)	Prior month actual cost incurred for each RC (column 7a on NF533)
HR/WYE Incurred for Month (7a)	Prior month actual HR/WYE incurred for each RC (column 7a on NF533)
Contract prior month planned cost (7b)	Planned cost for prior month for each RC (column 7b on NF533)
Contract ITD cost (7c)	Contract ITD cost for each RC (column 7c on NF533)
Contract planned ITD cost (7d)	Contract planned ITD cost for each RC (column 7d on NF533)
Current month estimated cost (8a)	Cost estimate for the current month for each RC (column 8a on NF533)
Current month estimated HR/WYE (8a)	HR/WYE estimate for the current month for each RC (column 8a on NF533)
Next month estimated cost (8b)	Estimated cost for next month for each RC (column 8b on NF533)
Balance of Contract	Balance of contract for the remaining estimate to complete for each RC (column 8c on NF533)
Contractor Estimate	Contractor estimate for the total estimate to complete entire scope of contract for each RC (column 9a on NF533)
Contract Value	Contract value based upon contract modifications for each RC (column 9c on NF533)
Unfilled orders outstanding	Unfilled orders outstanding at the end of the reporting period for each RC (column 10 on NF533)
Reporting Category level	Used by NASA's accounting system to determine the RC level
Reporting Category Identifier	Identifies if the RC is a actual Reporting Category or a Sub-Reporting

The flat file (see Attachment A below) shall be saved as a text file with no extension (do not include .txt after the file name) and named in strict accordance with the specific format described in the attached Agency Defined File Format document.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

II. CONTRACT SPECIFIC FORMATS:

The reporting requirements outlined in this DRD shall include the following deliverables found in Section TBD. The NF533M forms are shown in the following exhibit (NF533Q forms can be found in **NASA Contractor Financial Management Reporting, NASA Procedures and Guidelines (NPG) 9501.2D).

All financial data submissions for EAC, threats, contract changes, proposals, etc. are required:

- 1) To be in both fiscal year and contract year. Summary level only for GFY is acceptable for most data sets.
- 2) To include all unexercised options as well as current exercised base / option periods; such as changes, threats, EAC, etc.

The attached sample formats, Exhibits B-D, are examples of the proposed structure and format of the NF533 for this contract and are intended to closely, though not exactly, represent the final version. Supplements may be added or deleted, but are intended to be representative of the overall burden on the contractor.

B) NF533 (see Exhibits B1-4):

- 1) Narrative
- 2) NF533 roll-up summary for the contract
- 3) Subtotal by annex for Annex 1-10
- 4) Supplemental report showing cost by task order for Annex 11

C) Assorted financial supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Exhibits C1-6):

- 1) Contractor analysis of subcontractor 533s (if applicable, no exhibit)
- 2) Baseline/Actual variance analysis by GFY, CY, and cumulative contract, and variance to trend. Numbers provided by annex and total contract element of cost, and written variance analysis provided by annex and by element of cost if there is at least a 10% delta to baseline and / or \$ threshold (TBD)
- 3) Historical annex % to total by element of cost
- 4) GFY and cumulative EAC changes from previous month - drivers
- 5) Current month actual vs. previous month estimate for current month - variance explanations
- 6) Threats chart of significant items pending that are not in EAC

D) Assorted procurement related supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Exhibits D1-5):

- 1) List of contract modifications to date
- 2) List of contract invoices to date
- 3) Limitation of funds
- 4) Reconciliation of changes
- 5) Listing of pending changes

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

EXHIBITS A-D

A) EXAMPLE FLAT FILE FOR FMD DISTRIBUTION

File names must be provided in a specific format. Each file name will begin with the SAP 2 Character center abbreviation listed below. The contract number and date will be included in the file name as well. Below is a sample:

MACFPS001_NAS00-0001_yyyy_mm_dd

SAP 2 Charter Center Abbreviations

Headquarters	HQ	Dryden	DR
Marshall	MA	Goddard	GO
Ames	AM	Stennis	ST
Glenn	GL	Johnson	JO
Langley	LA	Kennedy	KE

Example File Format

Header (Non-Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Format
HEADER:									
Record Type	Used by eGate to determine record type	'HD' for Header	Required	Required	RECORD_TYPE	1	2	2	CHAR
Contract Number	Contract Number (1b)	Header field—submitted with CONTRACTOR data or defaulted by interface or extension	Required	Required	CONTRACT_NUMBER	3	12	10	CHAR
	Latest definitive Modification				MOD_NUMBER	13	18	6	CHAR

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Format
Accrual Date	Number(CR8197) Date the data was generated for. Used by SAP as part of Oracle table key	Accrual Date. MM01YYYY, where MM is the Accrual Month and YYYY is the fiscal year	Required	Required	ACCRUAL_DATE	19	26	8	DATE MM01YYYY
Report Period End Date	Report Period End Date is a date(2)	Header field—submitted with CONTRACTOR data or defaulted by interface or extension	Required	Required	REP_END_DATE	27	34	8	DATE
Operating Days	Operating days (2).	Header field—submitted with CONTRACTOR data	Required	Optional unless Required by contract	OPER_DAYS	35	40	6	NUMERIC
Date Received	Date Received (1d)	System Date upon which the cost data is loaded into the CCR Extension	Required	Required	DATE_REC	41	48	8	DATE

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Formt
CCR Format	'M' for Monthly and 'Q' for Quarterly (SIR2047)	Submitted with CONTRACTOR data	Required	Required	CCR_FORMAT	49	49	1	CHAR
Cost Unit of Measure	Cost Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	COST_UOM	50	51	2	CHAR
HR/WYE Unit of Measure	Hour/Work-Year-Equivalent Unit of Measure (SIR2047)	Submitted with CONTRACTOR data	Required	Required	HR_WYE_UOM	52	53	2	CHAR
	Authorized Contractor Representative – Name of Contractor Approving Officer (CR 8197)				AUTH_SIGNAT URE	54	78	25	CHAR
	Authorized				AUTH_SIGNAT	79	86	8	DATE

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	Start Positions	End Positions	Length	Format
	Contractor Representative Date Signed – Date CCR is approved/signed by authorized contractor representative(CR 8197)				URE_DATE				MMDDYY Y
Grand Total Cost Incurred Month (7a)	The Grand Total Contract Prior Month Actual Dollars Column 7a reports actual costs for the prior month.	Submitted with CONTRACTOR data	Required.	Optional. Only required if lower detailed line item data is submitted in monthly batch file.	GT_COST_INCUR_MONTH	87	99	13	CURRENCY(2)
Grand Total HR/WYE (7a)	The Grand Total Contract Prior Month Actual Hours Column 7a reports actual HR or WYE for the prior month.	Submitted with CONTRACTOR data	Required if detailed line item data is submitted in monthly batch file.	Required if detailed line item data is submitted in monthly batch file.	GT_HRWYE_PRIOR_MONTH	100	109	10	NUMERIC(1)
	The Grand Total Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month. (CR8197)				GT_COST_PLANNED_MONTH	110	122	13	CURRENCY(2)
Grand Total Cost Incurred ITD (7c)	The Grand Total Contract Cost Dollars Column 7c which represents Contract Cost Inception to Date	Submitted with CONTRACTOR data	Required. Does not require detailed line item data if provided from Cost Incurred Month (7a)	Required if detailed line item data is provided for this column	GT_ITD_COST	123	135	13	CURRENCY(2)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	Start Position	End Positions	Length	Format
	Grand Total Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date(CR 8197)				GT_COST_PLANNED_ITD	136	148	13	CURRENCY (2)
Grand Total Estimated Cost (8a)	The Grand Total Contract Estimated Cost for first upcoming month, or Current Month Estimate for cost.	Submitted with CONTRACTOR data	Required	Required if detailed line item data is provided for this column	GT_EST_COST_T	149	161	13	CURRENCY (2)
Grand Total HRWYE (8a)	The Grand Total Contract Estimated Hours for first upcoming month, or Current Month Estimate for HRWYE.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_HRWYE_FIRST_MONTH_H	162	171	10	NUMERIC (1)
Grand Total Next Month Estimated Cost (8b)	The Grand Total Contract Estimated Cost for second upcoming month or Next Month Estimate for cost.	Submitted with CONTRACTOR data	Required if detailed line item data is provided for this column	Required if detailed line item data is provided for this column	GT_NEXT_MONTH_EST	172	184	13	CURRENCY (2)
	Grand Total Balance of Contract for the remaining estimate to complete (CR 8197)				GT_BALANCE_CONTRACT	185	197	13	CURRENCY (2)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	EndPos	Len	Format
	Grand Total Contractor Estimate for the total estimate to complete entire scope of contract (CR 8197)				GT_BALANCE _CONTRACT OR_ESTIMATE	198	210	13	CURRENCY (2)
	Grand Total Contract Value based upon Contract Modifications (CR 8197)				GT_CONTRACT T_VALUE	211	223	13	CURRENCY (2)
	Grand Total Unfilled Orders Outstanding at end of reporting period (CR 8197)				ST_UNFILLED ORDERS	224	236	13	CURRENCY (2)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Example File Format

Detail (Repeating Segment)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	End Pos	Len	Format
CCR DETAIL LINE ITEMS:									
Record Type	'DM' for Monthly column 7a Detail; 'DQ' for ITD Column 7c Detail	"RD" for Detail	Required	Required	RECORD_TYPE	1	2	2	CHAR
Reporting Category	Reporting Category (6)	Line item field—submitted with CONTRACTOR data	Required	Required	SERV_ORD_CATEGORY	3	26	24	CHAR
Cost Incurred Month (7a)	Prior Month incurred costs (ACTUALS) for given category.	Line item field—submitted with CONTRACTOR data	Required if detailed line item data is not provided from Cost Incurred Month (7c)	Determined by contract requirement- data from Column 7a, 7c or 8a	COST_INCURRED_MONTH	27	39	13	CURRENCY (2)
HR/WYE Incurred Month (7a)	Prior month incurred hours worked [Actuals] for given category..	Line item field—submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_INCURRED_MONTH	40	49	10	NUMERIC (1)
	Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month (CR 8197)				COST_PLANNED_MONTH	50	62	13	CURRENCY (2)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	St Pos	End Pos	Len	Format
	Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date (CR 8197)				CUR_COST_IN_CUR_ITD	63	75	13	CURRENCY (2)
	Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date (CR 8197)				COST_PLANNED_ITD	76	88	13	CURRENCY (2)
Current Month Estimated Cost (8a)	Estimated costs for first upcoming month for given category.	Line item field— submitted with CONTRACTOR data	Required.	Determined by contract requirement- data from Column 7a, 7c or 8a	CUR_MONTH_EC	89	101	13	CURRENCY (2)
HR/WYE Current Month Estimate (8a)	Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract.	Line item field— submitted with CONTRACTOR data	Optional unless Required by contract for WYE calculation	Optional unless Required by contract for WYE calculation	HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)
Next Month Estimated Cost (8b)	Estimated costs for second upcoming month for given category.	Line item field— submitted with CONTRACTOR data	Required unless not part of Contract scope	Required unless not part of Contract scope	NEXT_MONTH_EC	112	124	13	CURRENCY (2)
	Balance of Contract for the remaining estimate to complete				BALANCE_CONTRACT	125	137	13	CURRENCY (2)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Option al	OTHER CCR Required/Option al	Field Name	St Pos	End Pos	Len	Format
	(8c) (CR 8197)								
	Contractor Estimate for the total estimate to complete entire scope of contract (9a) (CR 8197)				CONTRACTOR _ESTIMATE	138	150	13	CURRENCY (2)
	Contract Value based upon Contract Modifications (CR 8197)				CONTRACT_VA LUE	151	163	13	CURRENCY (2)
	Unfilled Orders Outstanding at end of reporting period (CR 8197)				UNFILLED ORDERS	164	176	13	CURRENCY (2)
	Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197)				REPORTING_L EVEL	177	206	30	CHAR
	Fill in an "X" if record is a Reporting Category. Otherwise, leave blank for Sub- Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)				REPORTING_C AT_INDICATOR	207	207	1	CHAR

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Example File Format
Sub-Reporting Category Line Items – Repeating Segment

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?*,+,n-n)	Description
SUB_RECORD_TYPE	1	2	2	CHAR		'SM' for Monthly column 7a Detail; 'SQ' for ITD column Detail
SUB_REP_CAT	3	26	24	CHAR		Reporting Category
SUB_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
SUB_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
SUB_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
SUB_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
SUB_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
SUB_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a).
SUB_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a).
SUB_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b).
SUB_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c).
SUB_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a).
SUB_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b).
SUB_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?..+,n-n)	Description
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197) .
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records. This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)

Example File Format

533 Agency FILE RECORD LAYOUT (Element of Cost Detail – Repeating Segment (CR8197))

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (?..+,n-n)	Description
RECORD_TYPE	1	2	2	CHAR		'EM' for Monthly column 7a Detail; 'EQ' for ITD column Detail
EOC_REP_CAT	3	26	24	CHAR		Reporting Category
EOC_COST_INCUR_MONTH	27	39	13	CURRENCY (2)		Prior month incurred costs (Actuals) for given category.
EOC_HRWYE_INCUR_MONTH	40	49	10	NUMERIC (1)		Prior month incurred hours worked (Actuals) for given category.
EOC_COST_PLANNED_MONTH	50	62	13	CURRENCY (2)		Contract Prior Month Planned Dollars Column (7b) reports planned costs for the prior month.
EOC_CUR_COST_INCUR_ITD	63	75	13	CURRENCY (2)		Contract Cost Dollars Column (7c) which represents Contract Cost Inception to Date.
EOC_COST_PLANNED_ITD	76	88	13	CURRENCY (2)		Contract Planned Cost Dollars Column (7d) which represents Planned Contract Cost Inception to Date.
EOC_CUR_MONTH_EC	89	101	13	CURRENCY (2)		Estimated costs for first upcoming month for given category (8a) .
EOC_HRWYE_CUR_MONTH_EST	102	111	10	NUMERIC (1)		Estimated hours for first upcoming month for given category. Will only be needed if labor hours are required to be submitted electronically per contract (8a) .

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

Field Name	Start Pos	End Pos	Length	Format	Variable Repetition (? , * , + , n - n)	Description
EOC_NEXT_MONTH_EC	112	124	13	CURRENCY (2)		Estimated costs for second upcoming month for given category (8b) .
EOC_BALANCE_CONTRACT	125	137	13	CURRENCY (2)		Balance of Contract for the remaining estimate to complete (8c) .
EOC_CONTRACTOR_ESTIMATE	138	150	13	CURRENCY (2)		Contractor Estimate for the total estimate to complete entire scope of contract (9a) .
EOC_CONTRACT_VALUE	151	163	13	CURRENCY (2)		Contract Value based upon Contract Modifications (9b) .
EOC_UNFILLED_ORDERS	164	176	13	CURRENCY (2)		Unfilled Orders Outstanding at end of reporting period.
REPORTING_LEVEL	177	206	30	CHAR		Used by SAP to determine Reporting Category Level (1.1.2.2.1) (CR 8197) .
REPORTING_CAT_INDICATOR	207	207	1	CHAR		Fill in an "X" if record is a Reporting Category. Otherwise, leave Blank for Sub-Reporting Category Line Items and Element of Cost detail records.
						This field is used by SAP to determine if the record is a Reporting Category. (CR 8197)

Example File Format

Trailer (provides the number of header & detail records sent from the contractor/vendor/center in order to verify the receipt of complete data after transmission)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	Start Pos	End Pos	Length	Format
TRAILER :									
Record Type	Used by eGate to determine	"TL" for Trailer	Required	Required	RECORD_TYPE	1	2	2	CHAR

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

CCR Extension Data Element	Description	Contractor Initial Data Mapping	NF 533 Required/Optional	OTHER CCR Required/Optional	Field Name	Start Pos	End Pos	Length	Format
	record type								
Record Count	Count of the number of Detail records sent to process (Detail Only)	Trailer field submitted with CONTRACTOR data	Required	Required	RECORD_COUNT	3	9	7	NUMERIC
	Value of spaces				FILLER	10	207	198	CHAR

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

- B NF533 Exhibits (see Exhibits B1-10)
- B-1 Narrative Section
- B-2 Roll up summary by contract element of cost and annex
- B3 Subtotal by annex for Annex 1, 2, 3, 6, 7
- B4 Subtotal for Annex 2 (only) identified by key contract line items (CLIN)
- B5 Supplemental report showing cost by task/delivery order for Annex 4 / 5
- C Assorted financial supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Exhibits C1-6).

Contractor analysis of subk 533 is also required at monthly meetings (if receive a 533)

C-1 Baseline/Actual variance analysis by GFY, CY, and cumulative contract, and variance to trend. Numbers provided by annex and total contract element of cost, and written variance analysis provided by annex and by element of cost if there is at least a 10% delta to baseline

C-2 Historical annex percent to total by element of cost

C-3 GFY and cumulative EAC changes from previous month - drivers

C-4 Current month actual vs. previous month estimate for current month - variance explanations

C-5 Threats chart of significant items pending that are not in EAC

D Assorted procurement supplement reports to be included with the NF533M and covered at TBD monthly reviews (See Exhibits D1-5)

D-1 List of contract modifications to date

D-2 List of contract invoices to date

D-3 Limitation of funds

D-4 Reconciliation of changes

D-5 Listing of pending changes

References:

****NASA Contractor Financial Management Reporting, NASA Procedures and Guidelines (NPG) 9501.2D**

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Safety and Health Plan	2. Current Version Date 08/06 (replaces 06/06 version)	3. DRL Line SA-1-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Establishes Safety, Health, and Environmental Compliance Plan for contractors providing support to JSC organizations			
***The Office of Primary Responsibility for this DRD is the JSC Safety and Mission Assurance Directorate			
5. DRD Category: (check) <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional) OSHA TED 8.4, Voluntary Protection Plan (VPP) Policies and Procedures Manual JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations JPR 1700.1 JSC Safety and Health Handbook		7. Interrelationships (e.g., with other DRDs) (Optional) Safety and Health Program Self Evaluation	
8. Preparation Information (Include complete instructions for document preparation)			

APPLICABLE DOCUMENTS:

OSHA TED 8.4, Voluntary Protection Program (VPP) Policies and Procedures Manual
JSC 17773, Instructions for Preparation of Hazard Analysis for JSC Ground Operations
JPR 1700.1 JSC Safety and Health Handbook

NOTE: UPON NASA APPROVAL, THE CONTRACTOR'S SAFETY, HEALTH, and ENVIRONMENTAL COMPLIANCE PLAN ("The Plan") BECOMES A CONTRACTUAL REQUIREMENT.

Frequency of submission. One time only (with the proposal).

Distribution. After the plan is approved by NASA, the Contracting Officer will retain the plan in the contract file. The contractor will send additional copies to each of the following:

NS/Safety and Test Operations Division (2 copies)
SD13/Occupational Health Officer (1 copy)
JE / Environmental Services (1 copy)
Contracting Officer's Technical Representative (1 copy)

Subsequent revisions to the plan. The contractor may revise the plan at any time or at the direction of the Government. Revisions are subject to Government review and approval. Distributions of approved revisions will be as described above.

Other deliverables. The requirements for this plan as detailed in the instructions on plan content below include instructions for specific reports and data to be submitted to the Government. These instructions are to be included in the plan and represent contractual commitments by the contractor to provide this information.

Format:

1. Cover page - to include as a minimum the signatures of Contractor's project manager and designated safety official (if different); NASA COTR; JSC Safety and Test Operations Division; and the NASA Contracting Officer. Other signatures may be required at the discretion of the Government.
2. Table of Contents. See content below.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

3. Body of plan - as required. Contractor's format is acceptable but should be traceable to the elements of the content below.
4. When preparing its plan, the offeror/contractor is expected to review all the items below and tailor its plan accordingly. Certain requirements set forth in this DRD may be specific for contractor operations performed at JSC, Ellington Field, Sonny Carter Training Facility, or White Sands Test Facility (WSTF); tailoring of the plan to the requirements of specific establishments is acceptable. The plan will clearly identify those resources to be provided by the contractor and provided by the Government. This review and supporting rationale is to be made available to the Government as part of this plan. It can be documented as a checklist or outline, inserted directly in the body of the plan, or in any format developed by the contractor that clearly conveys the results of this review including the basis for any underlying assumptions.

Content:

1. **MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION.**
 - 1.1. Policy. Provide the contractor's safety, health, and environmental compliance policy statement with the plan. Compare the contractor's policy statement with those of NASA and OSHA and discuss any differences.
 - 1.2. Goals and Objectives.
 - 1.2.1. Describe specific safety and health goals and objectives to be met. Discuss status of safety program using the "Performance Evaluation Profile" as safety performance criteria. Describe the contractor's approach to continuous improvement (including milestone schedule) using level 5 of the Performance Evaluation Profile as a guideline.
 - 1.2.2. Describe Environmental Goals & Objectives to be met for the following:
 - a. Pollution Prevention and Source Reduction of:
 - (1) Hazardous and Industrial Solid Wastes
 - (2) Solid Wastes (trash, refuse)
 - (3) Wastewater Discharges (sanitary sewerage)
 - (4) Air Emissions
 - (5) Medical & Radiological Discharges
 - b. Affirmative Procurement (Purchase of Environmentally Preferable Materials IAW Executive Order)
 - c. Hazardous Materials Handling/Purchasing/Reduction/Replacement
 - d. Elimination from Specifications and Standards requirements for the use of Hazardous/Toxic Substances & Materials
 - e. Use of an Environmental Planning Checklist to review & document Impacts of New and Modified Programs, Projects, Activities and Operations.
 - f. Life cycle analysis and costing
 - g. Incorporating Environmental Requirements in Subcontracts
 - h. Participation in JSC Recycling
 - i. Outreach programs
 - 1.3. Management Leadership. Describe management's procedures for implementing its commitment to safety, health, and environmental compliance through visible management activities and initiatives including a commitment to exercise management prerogatives to ensure workplace safety and health. Describe processes and procedures to making this visible in all contract and subcontract activities and products. Include a statement from the project manager or designated safety official indicating that the plan will be implemented as approved and that the project manager will take personal responsibility for its implementation.
 - 1.4. Employee Involvement. Describe procedures to promote and implement employee (e.g., non-supervisory) involvement in safety, health, and environmental compliance program development, implementation and decision-making. Describe the scope and breadth of employee participation to be achieved so that approximate safety and health risk areas of the contract are equitably represented.
 - 1.5. Assignment of Responsibility. Describe line and staff responsibilities for safety and health program implementation. Identify any other personnel or organization that provides safety services or exercises any form of control or assurance in these areas. State the means of communication and interface concerning related issues used by line, staff, and others (such as documentation, concurrence requirements, committee structure, sharing of the work site with NASA and other contractors, or other special responsibilities and support.) As a minimum, the contractor will identify the following no later than at contract start unless otherwise specified below:
 - 1.5.1. Safety Representative - identify by title the individual who will be trained and certified in accordance with JPR 1700.1 to be responsive to Center-wide safety, health, environmental, and fire protection concerns and goals, and who will participate in meetings and other activities related to the JSC Safety and Health program.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

- 1.5.2. Company Physician/Occupational Injury/illness case manager - identify a point of contact who is responsible for the transfer or receipt of company medical data and who will be the primary contact for the company in the event any employee suffers a work related injury or illness (such as the company physician) by name, address, and telephone number to the JSC Clinic, mail code SD22. This will facilitate communication of medical data to contractor management. Prompt notification to the JSC Occupational Health/ Clinic shall be given of any changes that occur in the identity of the point of contact. A letter to the JSC Occupational Health Office can accomplish initial identification of point of contact and subsequent updates with a copy sent to the Contracting Officer. The initial letter is to be received by the Government prior to contract start.
- 1.5.3. Building Fire Wardens - provide a roster of fire wardens (their names, phone numbers and pagers, and mail codes). Contractor fire wardens are needed to facilitate the JSC fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Fire wardens will be trained in accordance with JPR 1700.1. The roster shall be maintained by letter to JSC Safety and Test Operations Division, mail code NS, with copies to the Contracting Officer and Contracting Officer's Technical Representative. The initial letter shall be received by the Government not later than 15 days after contract start.
- 1.5.4. Designated Safety Official - identify by title the official(s) responsible for implementation of this plan and all formal contacts with regulatory agencies and with NASA.
- 1.6. Provision of Authority. Describe consistency of the plan for compliance with applicable NASA and JSC requirements and contractual direction as well as applicable Federal, state, and local regulations and how compliance will be maintained throughout the life of the contract.
- 1.7. Accountability. Describe procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful and environmentally compliant manner. The use of traditional and/or innovative personnel management methods (including discipline, motivational techniques, or any other technique that ensures accountability) will be referenced as a minimum and described as appropriate.
- 1.8. Program Evaluation. The program evaluation consists of:
 - 1.8.1. Participation in a Performance Evaluation Profile (PEP) survey at the request of the Government. The PEP survey normally will be scheduled and administered at the discretion of the Government. If the Government chooses not to do the PEP in a given year, the contractor may at its option initiate its own PEP by contacting JSC Safety and Test Operations Division, code NS, for assistance. The contractor will not be required to take two or more PEP surveys in any contract year.
 - 1.8.2. [Reserved.]
 - 1.8.3. A written self-evaluation report to be delivered by Sept 30 of each year. The self-evaluation shall follow the VPP program evaluation report format found in OSHA TED 8.4, Voluntary Protection Programs (VPP) Policies and Procedures Manual, Appendix D, "Annual Submissions", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self-evaluation provided that all action plans and status are updated. The self evaluation shall as a minimum cover the elements of the approved safety and health plan.
 - 1.8.4. Miscellaneous Reports. The contractor will acknowledge the following as standing requests of the Government and to be handled as described below.
 - a. Roster of Terminated Employees. Identify personnel terminated by contractor. Send to the JSC Occupational Health Officer, mail code SD13, no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable. At the contractor's discretion, the report may be submitted for personnel changes during the previous year or cumulated for all years. Information required:
 - (1) Date of report, contractor identity and contract number.
 - (2) For each person listed, provide name, social security number, and date of termination.
 - (3) Name, address, and telephone number of contractor representative to be contacted for questions or other information.
 - b. Material Safety Data. The contractor shall prepare and/or deliver Material Safety Data for hazardous materials brought onto Government property or included in products delivered to the Government. This data is required by the Occupational Safety and Health Administration (OSHA) regulation, 29 CFR 1910.1200, "Hazard Communication", EPA "Emergency Planning and Community Right-to-Know (EPCRA, ref. 40 CFR 302, 311, 312); and the Texas Department of Health (TDH, ref. Chapters 505-507 of the Health and Safety Code), and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. 1 copy of each MSDS will be sent upon receipt of the material for use on NASA property to the JSC Central Repository, Occupational Health and Test Support, Mail Code SD13, along with information

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

on new or changed locations and/or quantities normally stored or used. If the MSDS arrives with the material and is needed for immediate use, the MSDS shall be delivered to the Central Repository by close of business of the next working day after it enters the site.

- c. Hazardous Materials Inventory. The contractor shall compile an inventory report of all hazardous materials it has located on Government property not less than annually, and which is within the scope of 29 CFR 1910.1200, "Hazard Communication"; and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. The call for this annual inventory and instructions for delivery will be issued by the JSC Occupational Health and Test Support Office, mail code SD13. This information shall use the format used by JSC for chemical inventory compilation to provide the following:

- (1) the identity of the material;
- (2) the location of the material by building and room;
- (3) the quantity of each material normally kept at each location
- (4) peak quantity stored
- (5) actual or estimated rate of annual usage of each chemical

- 1.9. Government Access to Safety and Health Program Documentation. The contractor shall recognize in its plan that it will be expected to make all safety, health, and environmental documentation (including relevant personnel records) available for inspection or audit at the Government's request. Electronic access by the Government to this data is preferred as long as Privacy Act requirements are met and Government safety and health professionals and their representatives have full and unimpeded access for review and audit purposes. For contractor activities conducted on NASA property, the contractor will identify what records it will make available to the Government in accordance with the Voluntary Protection Program criteria of OSHA as implemented in JPR 1700.1, "JSC Safety and Health Handbook", as revised. For the purpose of this plan, safety, health, and environmental compliance documentation includes but is not limited to logs, records, minutes, procedures, checklists, statistics, reports, analyses, notes, or other written or electronic document which contains in whole or in part any subject matter pertinent to safety, health, environmental protection, or emergency preparedness.
- 1.10. The contractor may be requested to participate in the review and modification of safety requirements that are to be implemented by the Government including any referenced documents therein. This review activity will be implemented at the direction of the NASA Contracting Officer's Technical Representative in accordance with established NASA directives and procedures.
- 1.11. Procurement. Identify procedures used to assure that procurements are reviewed for safety, health and environmental compliance considerations and that specifications contain appropriate safety criteria and instructions. Set forth authority and responsibility to assure that safety tasks are clearly stated in subcontracts.
- 1.12. Certified Professional Resources. Discuss your access to certified professional resources for safety, health, and environmental protection. Discuss their roles in motivation/awareness, worksite analysis, hazard prevention and control, and training.
2. WORKSITE ANALYSIS. Hazards shall be systematically identified through a combination of surveys, analyses, and inspections of the workplace, investigations of mishaps and close calls, and the collection and trend analysis of safety and health data such as: records of occupational injuries and illnesses; findings and observations from preventive maintenance activities; reports on hazardous substance spills and inadvertent releases to the environment; facilities related incidents related to partial or full loss of systems functions; etc. Hazards identified by any of the techniques identified below shall be ranked and processed in accordance with JPR 1700.1. All hazards on NASA property, which are immediately dangerous to life or health, shall be reported immediately to the Safety and Test Operations Division. All safety engineering products that address operations, equipment, etc., on NASA property will be subject to JSC S&MA review and concurrence unless otherwise waived by the JSC Safety and Test Operations Division.
- 2.1. Industrial Hygiene. Describe your industrial hygiene program and how it will be coordinated with the JSC government provided resources for industrial hygiene. In the event corporate resources are used to determine workplace exposures, copies of all monitoring data shall be provided to JSC Occupational Health within 15 days of receipt of results.
- 2.2. Hazard Identification. Describe the procedures and techniques to be taken to compile an inventory of hazards associated with the work to be performed on this contract. This inventory of hazards shall address the work specified in this contract as well as operations and work environments in the vicinity or in close proximity to contract operations. The results will be reported to the Government in a manner suitable for inclusion in facilities baseline documentation as a permanent record of the facility. Specific techniques to be considered include:

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(Based on JSC-STD-123. See work page for instructions.)

- 2.2.1. Comprehensive Survey – A “wall to wall” engineering assessment of the work site including facilities, equipment, processes, and materials (including wastes – (TNRCC/EPA solid & hazardous, radioactive, explosives, medical-infectious-biological)). The comprehensive survey will establish a baseline of hazards that may put contract assets at risk as early as is feasible, preferably at contract start, and maintained throughout the life of the contract.
- 2.2.2. Change (Pre-use) Analysis – Typically addresses modifications in facilities, equipment, processes, and materials (including waste); and related procedures for operations and maintenance. Change analyses periodically will be driven by new or modified regulatory and NASA requirements.
- 2.2.3. Hazard Analysis – may address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. Analyses and report formats will be in accordance with JSC 17773, “Instructions for Preparation of Hazard Analyses for JSC Ground Operations.”
- 2.2.4. The contractor’s safety plan will describe the flow of the findings of the comprehensive survey of hazards into hazard analyses and job hazard analyses and subsequently into controls such as design, operations, processes, procedures, performance standards, and training. The contractor will discuss its approach to notify NASA and other parties external to the contract work of its identified hazards and subsequent analyses and controls.
- 2.3. Inspections.
 - 2.3.1. Routine Inspections. Includes assignments, procedures, and frequency for regular inspection and evaluation of work areas for hazards and accountability for implementation of corrective measures. The contractor will describe administrative requirements and procedures for control of and regularly scheduled inspections for fire and explosion hazards. The contractor has the option, in lieu of this detail, to identify policies and procedures with the stipulation that the results (including findings) of inspections conducted on NASA property or involving Government furnished property will be documented in safety program evaluations or the monthly Accident/Incident Summary reports. Inspections will identify
 - a. Discrepancies between observed conditions and current requirements, and
 - b. New (not previously identified) or modified hazards.
 - 2.3.2. Protective Equipment. Set forth procedures for obtaining, inspecting, and maintaining all appropriate protective equipment, as required, or reference written procedure pertaining to this subject. Set forth methods for keeping records of such inspections and maintenance programs.
- 2.4. Employee Reports of Hazards – identification of methods to encourage employee reports of hazardous conditions (e.g., close calls) and analyze/abate hazards. The contractor will describe steps it will take to create reprisal-free employee reporting with emphasis on management support for employees and describe methods to be used to incorporate employee insights into hazard abatement and motivation / awareness activities.
- 2.5. Accident and Record Analysis.
 - 2.5.1 Mishap Investigation – identification of methods to assure the reporting and investigation of mishaps including corrective actions implemented to prevent recurrence. The contractor will describe the methods to be used to report and investigate mishaps on NASA property and on contractor or third party property. The contractor will describe its procedures for implementing immediate notification of NASA using the call tree in 2.5.1.a below, the use of the quick incident reports found at the lower center of the home page of the NASA Incident Reporting Information System (IRIS) at <https://nasa.ex3host.com/iris/newmenu/login.asp> and use of NASA forms as specified in JPR 1700.1 or any alternate forms used by contractor. The contingency plan will emphasize timely notification of NASA; preliminary and formal investigation procedures; exercise of jurisdiction over a mishap investigation involving NASA and other contractor personnel; preparation and submission of a formal report to NASA; follow up of corrective actions; communication of lessons learned to NASA; and solutions to minimize duplications in reporting and documentation including use of alternate forms, etc. The contractor will discuss its procedures for immediate notification requirements for fires, hazardous materials releases, and other emergencies. The contractor will include appropriate details to address the following:
 - a. The contractor will include a mishap contingency plan as part of the safety and health plan which meets the requirements of NPR 8621.1B, “NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping”, and JPR 1700.1, “JSC Safety and Health Handbook.” The plan will identify the method of notifying NASA in the advent of a type A, or B mishap or C property damage mishap and close calls with equivalent likely potential so NASA may take custody of the mishap scene and initiate its investigation as soon as it is safe after the mishap. The contingency plan will clearly identify the Government investigation as taking precedence over any contractor investigation. The contractor will immediately contact the JSC Safety and Test Operations Division at 281-483-4900 for guidance when a Type A or B mishap or Type C property damage mishap occurs in the course of performing work on a NASA contract in whole or in part. Such immediate

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(Based on JSC-STD-123. See work page for instructions.)

notifications plus all other notifications will be documented using the quick incident tabs ("health" for injuries and "safety" for property damage) at the IRIS home page.

- b. For Type C injuries and all lower level mishaps, the contractor will perform its own investigation and submit a report to NASA in accordance with the requirements of NPR 8621.1. The contractor will ensure that NASA is promptly notified of any Type D mishap so that NASA provides a civil servant to oversee the investigation in an ex officio capacity prior to start of any formal investigation. All initial reports and selected follow up reporting will be accomplished using IRIS.
 - c. When a NASA investigation is required, witnesses will be identified and their names and contact information provided to NASA investigators but witness statements must be requested and collected by NASA. Such statements will be retained by the Government as part of the mishap file in accordance with NPR 8621.1.
 - d. Contractors will deliver to NASA mishap reports which shall include the data specified in NPR 8621.1 for the level of mishap. NASA approval and endorsements will be required as specified in NPR 8621.1 and included in the approved Safety and Health plan.
- 2.5.2. Trend Analysis – describe approach to performing trend analysis of data (occupational injuries and illnesses; facilities, systems, and equipment performance; maintenance findings; etc.) Discuss methods to identify and abate common causes indicated by trend analysis. In support of site-wide trend analysis to be performed by the Government, the contractor will discuss method of providing data as follows:
- a. Accident/Incident Summary Report. The contractor shall prepare and deliver Accident/Incident Summary Reports as specified on JSC Form 288, "Accident / Incident Statistics" (attached), as revised. All new and open mishaps, including vehicle accidents, incidents, injuries, fires, and close calls shall be described in summary form along with current status. Negative reports are also required monthly. Report frequency is monthly; Date due is the 10th day of the month following each month reported. Report to be delivered to the JSC S&MA Directorate through the Safety and Test Operations Division, mail code NS, by fax to 281-244-0426 or by attaching to an e-mail and transmitting to mishaps@ems.jsc.nasa.gov.
 - b. Log of Occupational Injuries and Illnesses. For each establishment on and off NASA property that performs work on this Contract, the Contractor shall deliver to the Government a copy of its annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. Copy of all summaries as required above under Contractor's cover letter. If contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required by JSC Form 288. Data shall be compiled and reported by calendar year and provided to the Government within 45 days after the end of the year to be reported (e.g. not later than February 15 of the year following.)

3. HAZARD PREVENTION AND CONTROL. Identified hazards must be eliminated or controlled. In the multiple employer environment of the center, it is required that hazards including discrepancies and corrective actions be collected in a center wide information system (Hazard Abatement Tracking System (HATS) for risk management purposes. Describe your approach to implementing this requirement.

3.1. Appropriate Controls. Discuss approach to consideration and selection of controls. Discuss use of hazard reduction precedence sequence (see JPR 1700.1). Discuss approach to identifying and accepting any residual risk. Discuss implementation of controls including verifying effectiveness. Discuss scope of coverage (hazardous chemicals, equipment, discharges, waste, energies, etc.). Discuss need for coordination with safety, health, environmental services, and emergency authorities at NASA.

3.2. Hazardous Operations and Processes. Establish methods for notification of personnel when hazardous operations and processes are to be performed in their facilities or when hazardous conditions are found to exist during the course of this contract. JPR 1700.1 will serve as a guide for defining, classifying, and prioritizing hazardous operations; 29 CFR 1910.119 will be the guide for hazardous processes. Develop and maintain a list of hazardous operations and processes to be performed during the life of this contract. The list of hazardous operations and processes will be provided to JSC as part of the plan for review and approval. JSC and the Contractor will decide jointly which operations and processes are to be considered hazardous, with JSC as the final authority. Before hazardous operations or processes commence, the Contractor will develop a schedule to develop written procedures with particular emphasis on identifying the job safety steps required. NASA will have access on request to any contractor data necessary to verify implementation. For all identified operations or processes that may have safety or health implications outside contract operations, the contractor shall identify such circumstances to the JSC Safety and Test Operations Division and Occupational Health and Test Support Office who will provide additional instructions for further NASA management review and approval.

3.3. Written Procedures. Identification of methods to assure that the relevant hazardous situations and proper controls are identified in documentation such as inspection procedures, test procedures, etc., and other related information.

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(Based on JSC-STD-123. See work page for instructions.)

Describe methods to assure that written procedures are developed for all hazardous operations, including testing, maintenance, repairs, and handling of hazardous materials and hazardous waste. Procedures will be developed in a format suitable for use as safety documentation (such as a safety manual) and be readily available to personnel as required to correctly perform their duties.

3.4. Hazardous Operations Permits. Identify facilities, operations and/or tasks where hazardous operations permits will be required as specified in JPR 1700.1 such as confined space entry, hot work, etc.) Set forth guidance to adhere to established NASA JSC procedures. Clearly state the role of the safety group or function to control such permits.

3.5. Operations Involving Potential Asbestos Exposures. Set forth method by which compliance is assured with JSC Asbestos Control Program as established in JPR 1700.1, as revised.

3.6. Operations Involving Exposures to Toxic or Unhealthful materials. Such operations must be evaluated by the JSC Occupational Health Office and must be properly controlled as advised by same. JSC Occupational Health Office must be notified prior to initiation of any new or modified operation potentially hazardous to health.

3.7. Environmental Operations & Activities

3.7.1. Operations Involving Hazardous Waste. Identify procedures used to manage hazardous waste from point of generation through disposal. Clearly identify divisions of responsibility between contractor and NASA for hazardous waste generated throughout the life of the contract. Operations that occur on site at JSC, SCTF, or Ellington Field must be evaluated by the JSC Environmental Services Office and must be properly controlled as advised by same. JSC Environmental Services Office must be notified prior to initiation of any new or modified operations, equipment, systems, or activities generating new hazardous wastes or where the chemicals change or there are volume increases of 25% or more on site at JSC, SCTF, or Ellington Field.

3.7.2. Operations Involving New or Modified Emissions/Discharges to the Environment. Set forth methods for identifying new or modified emissions/discharges and coordinating results with the Environmental Services Office, mail code JE. Set forth a plan of procedures to conduct pollution prevention, waste minimization or source reduction/elimination of environmental pollution. Address management and continuous improvement for the reduction of hazardous materials; substitution of non-hazardous or less hazardous materials for hazardous materials; proper segregation of hazardous wastes from non-hazardous wastes; and other methods described by NASA, EPA, GSA, and Executive Order recycled content / affirmative procurement purchases. The JE/Environmental Office is the single point of contact for coordinating all JSC environmental permits. Emphasis shall be placed on providing for sufficient lead time for processing permits through the appropriate state agency and/or the Environmental Protection Agency.

3.8. Discuss your responsibilities for maintaining facilities baseline documentation in accordance with JSC requirements. The contractor will implement any facilities baseline documentation tasks (including safety engineering) as provided in the contractor's plan approved by NASA or as required by Government direction.

3.9. Preventive Maintenance. Discuss approach to preventive maintenance. Describe scope, frequency, and supporting rationale for your preventive maintenance program including facilities and /or equipment to be emphasized or de-emphasized. Discuss methods to promote awareness in the NASA community (such as alerts, safety flashes, etc.) when preventive maintenance reveals design or operational concerns in facilities and equipment (and related processes where applicable).

3.10. Medical (Occupational Healthcare) Program. Discuss your medical surveillance program and injury /illness case management to evaluate personnel and workplace conditions to identify specific health issues and prevent degradation of personnel health as a result of occupational exposures. Discuss approach to Cardiopulmonary Resuscitation (CPR), first aid, and return to work policies and the use of government provided medical and emergency facilities for the initial treatment of occupational injuries/illnesses.

3.11. Hazard Correction and Tracking. Discuss your system for correcting and tracking safety, health, and environmental hazards with particular emphasis on integration with JSC's Hazard Abatement Process (found online at <http://www.srqa.jsc.nasa.gov/HATS/>). (The scope is restricted to establishments at JSC, Sonny Carter Training Facility, and Ellington Field.) This includes the following:

3.11.1. Personnel awareness of hazards. Discuss your approach to communicate unsafe conditions and approved countermeasures to your employees. Discuss your approach to communicating such conditions to the Government and other contractors whose personnel may be exposed to such unsafe conditions. Discuss communications with facility managers. Discuss use of the NASA Lessons Learned Information System for both obtaining lessons from other sources and as a repository for lessons learned during performance of the contract.

3.11.2. Interim and Final Abatement Plans. Describe how you will approach interim and final abatement of hazards. Describe how you will provide data to the JSC Hazard Abatement Tracking System for all hazards that are not finally abated (all interim and final abatement actions completed) within 30 days of discovery. Discuss

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(Based on JSC-STD-123. See work page for instructions.)

your approach to posting such plans using JSC Form 1240, "JSC Notice of Safety or Health Hazard and Action Plan", or equivalent. Discuss compatibility of your system with JSC's and coordination with facility managers in abatement planning, implementation, and verification.

3.12. Disciplinary System. Describe your system for ensuring safety and health discipline in your personnel (including subcontractors). Describe your approach to modifying personnel behaviors when personnel are exhibiting discrepant safety and health performance.

3.13. Emergency Preparedness. Discuss approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental spill /releases, etc. Discuss compliance with 29 CFR 1910.120 (HAZWOPER) and role in JSC Incident Command System (see JPR 1700.1 for details). Discuss methods to be used for notification of JSC emergency forces including emergency dispatcher, safety hotline, director's safety hotline, etc. Discuss establishment of pre-planning strategies through procedures, training, drills, etc. Discuss methods to verify emergency readiness.

4. SAFETY AND HEALTH TRAINING. Describe the contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses for protective and/or emergency countermeasures, including training to meet federal, state, and local regulatory requirements. In doing so, the contractor will factor parallel requirements found in other mandates such as environmental protection [example: 29 CFR 1910.38 for emergency action plans and fire prevention plans versus EPA Resource Conservation & Recovery Act (RCRA) for Emergency Planning and Community Right-to-know (EPCRA).] Describe approach to identifying training needs including traceability to exercises such as job safety analyses, performance evaluation profiles, hazard analyses, mishap investigations, trend analyses, etc. Describe approach to training personnel in the proper use and care of protective equipment (PPE). Discuss tailoring of training towards specific audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). Discuss approach to ensure that training is retained and practiced. Discuss personnel certification programs. Certifications should include documentation that training requirements and physical conditions have been satisfied (examples include physical examination, testing, and on-the-job performance). Address utilization of JSC safety and health training resources (such as asbestos worker training/certification, hazard communication, confined space entry, lockout/tagout, etc.) as appropriate with particular emphasis on programs designed for the multiple employer work environment on NASA property. All training materials and training records will be provided to NASA, and other federal, State, and local agencies for their review upon request. If the contractor wishes to train their personnel in any regulatory mandated training, an agreement will be secured with JSC Safety and Test Operations Division and Occupational Health and Test Support office prior to beginning training. The agreement will ensure that safety and health training resources available from NASA are utilized where appropriate and to ensure that contractor-supplied training is in agreement with JSC safety and health processes.

Authority: FAR 52.223-1 through -5, -10; NFS 18-23.70, 18-52.223-70, 18-52.223-73.

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(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Quality Control Plan	2. Current Version Date Per RFP	3. DRL Line QA-1-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Description/Use – The Quality Plan is used to document the specific details of the contractor's Quality Management System (QMS) related to a specific product or service.			
5. DRD Category: (check <input type="checkbox"/> Technical <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> SR&QA			
6. References (Optional) SOW Reference Subpart 1.9		7. Interrelationships (e.g., with other DRDs) (Optional) Latest version of ANSI/ISO/ASQ Q 9001-2000	
8. Preparation Information (Include complete instructions for document preparation)			

Scope:

A contract specific Quality Plan shall be prepared which identifies activities performed both on-site of JSC to ensure the quality of products and services. The Quality Plan is submitted with the Contractor's proposal. The plan shall be approved by the Contracting Officer concurrent with Contract award.

Format:

The Quality Plan format shall match the elements of the ANSI/ISO/ASQC Q9001 - 2000 standard.

Contents:

The Quality Plan shall address each element of the ANSI/ISO/ASQC Q9001 - 2000 standard and the additional requirements identified below.

Maintenance:

Revisions shall be incorporated by change page or complete reissue.

Distribution:

Distribution as specified below plus additions per Contracting Officer's letter.

- a. Initial - As specified in Proposal Instructions
- b. Final - Contracting Officer, COTR, Facility Project Managers, Branch Chief, NASA Quality Assurance
- c. Update - Contracting Officer, COTR, Facility Project Managers Branch Chief, NASA Quality Assurance

Additional Requirements:

- i. Identify the methods, procedures, and controls that shall be used to ensure the quality, quantity, and timeliness of the required contract requirements.
- ii. Explain how training shall be provided to personnel responsible for quality assurance, quality engineering and software quality assurance on-site at JSC, including JSC processes for Discrepancy Reporting and Tracking, Work Authorization Documents (Task Performance Sheets) and Flight Equipment Pre-Shipment Readiness Review.
- iii. Explain in detail how in line quality assurance (Quality Assurance, Quality Engineering, and Software Quality Assurance) shall be performed on-site at JSC. Include discussion of specific allocation of responsibilities, authority and resources.
- iv. Describe how controlled work instructions shall be provided to all applicable employees, on and off-site JSC.
- v. Explain how timely review of technical documents that affect quality and changes thereto shall be performed.
- vi. Describe participation including responsibilities/activities in design reviews.

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(Based on JSC-STD-123. See work page for instructions.)

- vii. Explain how quality aspects are ensured and fully included in all designs and are continuously maintained in the fabricated articles and during operations.
- viii. Explain and ensure how quality requirements are implemented and satisfied throughout all phases of contract performance, including preliminary and engineering design, development, subcontracting, fabrication, processing, assemble, inspection, test, checkout, packaging, shipping, storage, maintenance, field use, flight preparations, flight operations, and post-flight analysis, as applicable, on and off-site JSC.
- ix. Explain how to ensure, monitor, measure, and control the quality of products and services produced and provided by the Contractor and Subcontractors. Explain how to ensure that products, which do not conform to product requirements, are identified and controlled to prevent their unintended use or delivery.
- x. Describe the methodology for inspection and test planning (economical and effective use of personnel, facilities and equipment) for both off and on-site.
- xi. Describe the methodology/criteria for assigning itinerate or resident quality assurance personnel at subcontractors or supplier facilities.
- xii. Explain how the monitoring and measuring, and cross-utilization of personnel will be performed to assure that contract products and services shall not be negatively affected.
- xiii. Describe your technique, procedures, and mechanisms to ensure quality output despite schedule and/or priority pressures.
- xiv. Provide and explain the schedule, including milestones, outlining your plan on accomplishing ANSI/ISO/ASQ Q 9001 - 2000 compliance within one year of the contract award date.
- xv. Explain how inspection or other activities necessary for ensuring that purchased product meets specified purchase requirements shall be established.
- xvi. Explain how to verify that all personnel performing work affecting product quality are competent as a result of appropriate education, training, skills, and experience. In addition explain the system that shall be used to monitor and maintain this level of personnel competency required during the duration of the contract.
- xvii. Describe the responsibilities and requirements for planning and conducting audits (internal and external), and for reporting results and maintaining records.
- xviii. Explain the process of involvement in waivers and deviations when quality assurance is affected.
- xix. Explain the methods for measuring the achievement of your quality objectives.

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(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Environmental and Energy Consuming Product Compliance Reports	2. Date of current version 1-29-10	3. DRL Line Item No. AN-1-4	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Used to complete JSC's required annual report to NASA HQ on affirmative procurement, waste reduction, energy efficient product procurement, and ozone depleting substances.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) JPR 8550.1, JPR 8553.1		7. Interrelationships (e.g., with other DRDs) (Optional)	

8. Preparation Information (Include complete instructions for document preparation)

For Section I and III, where the Contractor does not purchase any designated product during the fiscal year, the report shall be a statement to that effect.

For Section IV, if the Contractor does not purchase, own, operate, maintain, or repair ODS equipment on-site ; or does not store, purchase or use ODS chemicals, the report shall be a statement to that effect.

Fiscal year is the Federal Government fiscal year and is defined as October 1 through September 30.

I. Annual Affirmative Procurement Report

The Contractor shall track and report each December 1 to the JSC Environmental Office the following information regarding the purchase by the Contractor (including subcontracts) of all products on the U. S. Environmental Protection Agency's Comprehensive Procurement Guideline list and items on the USDA Farm Bill Biobased list:

- The total amount of each item purchased during the previous fiscal year in \$,
- The total amount of each listed item purchased during the previous fiscal year that contained at least the minimum recommended percentages of recycled content or biobased content during the fiscal year in \$,
- The total amount of each listed item purchased during the previous fiscal year that contained some recycled content or biobased content but less than the minimum recommended percentages of recycled content or biobased content during the fiscal year in \$,
- The number of waivers and the name of the item each waiver was requested for submitted to the Environmental Office during the previous fiscal year,
- The total amount purchased for each waived item during the previous fiscal year in \$, and
- A narrative explanation of constraints for purchasing each item that did not meet affirmative procurement or biobased content requirements during the previous fiscal year.

II.a Waste Reduction Activity Report

The Contractor shall track and report each December 1 to the JSC Environmental Office any new process improvements or programs undertaken by the Contractor (or subcontractors) that have contributed to waste reduction during the previous fiscal year. Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products. This may be done through recycling* or waste prevention**. *This may be accomplished through source reduction and/or by increasing reuse and recycling of items that would normally go to the landfill (trash).* The information will be included in JSC's annual report to NASA HQ on waste reduction activities. Limit responses to one page or less per item. The response should include a description of the activity, the materials or wastes reduced, an estimated volume or weight of reduction, and a contact name

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(Based on JSC-STD-123. See work page for instructions.)

and phone number for a person knowledgeable about the reduction activity.

* Recycling means the series of activities, including collection, separation, and processing by which products or other materials are recovered from the solid waste stream for use in the forms of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

**Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

II.b For Construction/Facility Modification Contracts Only:

The Contractor shall track and report to the JSC Environmental Office the total weight in pounds of material sent to the landfill (this does not include shipments managed and paid for by the Environmental Office or their support contractor) and the total number of pounds of material recycled by media (scrap metal, wood, concrete, soil). The report is due within 30 days of completion of all waste generating and recycling activities or of final waste shipments associated with the project and in no case later than completion of the contract.

III. Annual Energy Efficiency Product Procurement Report

The Contractor shall report to the JSC Energy Manager, on December 1 of each year, information on purchases of energy consuming products made by the Contractor (including subcontracts) beginning upon contract start. This includes the purchase of premium efficiency motors and efficiency lighting covered by the Energy Policy Act of 2005. The report shall provide the following:

- a. A list of all energy consuming products purchased during the previous fiscal year.
- b. The total purchase cost of each item on the list.
- c. A designation of which items were Energy Star or Federal Energy Management Program (FEMP)-sanctioned.
- d. For each Energy Star or FEMP-sanctioned product purchased, provide:
 - i. The simple payback value as determined by the contractor's life cycle cost analysis.
 - ii. The annual savings in dollars and BTUs due to the purchase of the item
- e. Metrics which show the effectiveness of the contractor's purchases
 - i. Percentage of purchased products that are Energy Star and FEMP-sanctioned against the total number of energy consuming products purchased.
 - ii. Total dollar value of the purchased products that are Energy Star and FEMP-sanctioned against the total dollar value of all energy consuming products purchased.

IV. Ozone Depleting Substances (ODS) Reports

The Contractor shall track and report each December 1 to the JSC Environmental Office the following information for the previous fiscal year related to ODS equipment that the contractor purchases, owns, operates, maintains, or repairs on-site:

- a. A list of the names of all EPA-Certified service technicians employed and their certification dates
- b. A list of any ODS recovery/recycling equipment that will be used and copy of the 40 CFR 82.162 EPA registration
- c. A list of any refrigeration/air conditioning units with a full charge of more than 50 pounds, not previously reported, including
 - i. any identifying equipment numbers
 - ii. the location of the equipment (building/room)
 - iii. the owning organization or contract name and number
 - iv. a narrative description of the equipment.

(Based on JSC-STD-123. See work page for instructions.)

d. For each ODS chemical stored, purchased or used, track and report each December 1 for the previous fiscal year:

- i. ODS Chemical Name;
- ii. Quantity stored (pounds);
- iii. Quantity purchased (pounds); and
- iv. Quantity used (pounds).

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Performance Metrics & Workload Data	2. Current Version Date Per RFP	3. DRL Line AN-1-5	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) To provide workload data collection for all identified work.			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA)			
6. References (Optional) None		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope: The purpose of this report is to provide metrics which indicate the performance of the identified items within the SOW, and provide a record of the actual effort expended on the LOC contract. LOC workload quantities will be collected and presented at the Sub-Part level. This data will be used to monitor current contract status and work load forecast.

The Performance Metrics to be tracked are as follows:

SOW

- 2.0 Supply Management
 - 2.1.5.1 Receive 100% of Flight Hardware Accurately and On Time
Summary - This metric measures the accuracy and on time performance of the receipt of flight hardware (based on a sampling of 20/month).
 - 2.1.5.2 Issue 100% of Flight Hardware Accurately and On Time
Summary - This metric measures the accuracy and on time performance of the issuance of flight hardware (based on a sampling of 20/month).
- 5.0 Space Utilization and Move Coordination
 - 5.2 Personnel Move
Summary - This metric measures the number of personnel moves completed and the number of personnel moved for that period. This metric shall be provided by the 5th workday of each month for the preceding month.
- 6.0 Property Management
 - 6.1 NEMS Data Accuracy
Summary - This metric measures the accuracy of NEMS input data maintained in the NEMS database for tracking and accountability purposes (based on a sample of "Add New Receipts" entered for the month, up to a total of no more than 20 records).
 - 6.3 Perform at Least 90% of Scheduled Inventories On Time
Summary - This metric measures the number of line items scanned during an inventory and the submittal of completed inventory folders on a monthly basis within the required annual inventory schedule.
- 7.0 Redistribution & Utilization
 - 7.1 Process & Pickup of Excess Property within 5 Days of Receipt
Summary - This metric measures the number of requests that are processed and picked up within 5 days of receipt of request.
 - 7.2 R&U Backlog Reduction
Summary - This metric measures the number of line items listed in the NPDMS database waiting final disposition action.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

8.0 Packing and Shipping Services

8.1 The Contractor will be evaluated on the accuracy of receipt and packaging of the article to be shipped, and the on time performance of shipping the article per the required ship date. Packaging and documentation of Dangerous goods (hazardous materials) must comply with the International Air Transport Association (IATA) and 49 CFR, 105-180 (Code of Federal Regulation for HazMat Transportation). Dangerous goods (hazardous materials) are defined as articles or substances which are capable of posing a risk to health, safety, property, or the environment and which are shown in the list of dangerous goods in the International Air Transport Association (IATA) and 49 CFR, 105-180 (Code of Federal Regulation for HazMat Transportation) or which are classified as such according to these Regulations.

Goal for this metric is no discrepancies in the receipt, packaging and shipping of flight hardware and hazardous materials. One discrepancy will result in a automatic rating of red and a score of 0%, which will require a quad chart and corrective action plan.

9.0 Inbound Freight Services

9.3 Receive Routine/Priority & Flight/Hazardous Shipments Accurately and On Time

Summary – This metric measures the accuracy and on time processing of items received by the Central Receiving Dept. This metric also places higher emphasis on flight hardware and hazardous material receipts.

Frequency: The Contractor shall continuously maintain electronic access to the most recent data required in this DRD. The Contractor shall submit data, records, and reports required by this DRD during the entire contract period. The LOC Workload Status Report shall be submitted with the monthly 533 Report.

Distribution: One electronic and one hardcopy to the CO and the COTR.

Format: The Workload Data shall be compiled using Microsoft Excel or Microsoft Access and provided in the format of the attached LOC Monthly Workload Status Report.

Performance Metrics Charts shall be compiled using Microsoft Powerpoint or Microsoft Excel and provided in the format of the attached LOC Performance Metric Chart.

Details: Items that are to be included in the report by year are: a) units, b) SOW Workload Historical Estimates, c) Current Month Workload Actual, d) CY1 Year to Date Total, c) CY2 Year thru Contract Completion.

Maintenance: The report shall be reviewed with the COTR annually to determine scope increases or decreases.

Additional Requirements:

Performance Metrics

The Performance Metric Charts shall be formatted as follows and must contain the identified items:

Top, left justified: Chart number and Chart title (Organization Code)

Top left justified: "Stoplight goal" e.g. R (red), Y (yellow), G (green) Format: (example) 95% and above is green, 90% - 95% is yellow, and below 90% is red

Below title, upper right corner: "Last Updated:" and date – Format Example: Last Updated: 10/11/06

Below title, upper left corner: Name of Chart Owner

Center to right justified: place a short chart summary statement

Format Example: Metrics Summary: This metric measures the accuracy of NEMS input data maintained in the NEMS database for tracking and accountability purposes (based on a sample of add input transactions entered for the month up to a total of no more than 20 records). Goal exceeded for this report period.

Separation line below all of the above heading information and above the chart contents

Bottom left: Metric URL

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

Format: Website Location: [Http://www.jsc.nasa.gov/LOC/Metrics/6.2.xls](http://www.jsc.nasa.gov/LOC/Metrics/6.2.xls) (sample address)

Chart Style

Each chart must follow the following style:

Font: Arial

Font Size: Must be readable on the website

Background: White

Each chart should only use the following graphic file types if needed:

.gif

.jpg

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

Workload Data Chart Example

LOC Monthly Workload Status Report								
Part	Part Title	Sub-Part	Sub-Part Title	Unit	SOW Workload Historical Estimates	Current Month Workload Actual	CY 1 Year to Date Workload Level	CY2 Year to Date Workload Delta
2.0	SUPPLY MANAGEMENT							
		2.1(a)	Supply Operations	Stores Stock Items	200			
		2.1(b)	Supply Operations	Program Stock Items	23000			
		2.1(c)	Supply Operations	Critical Spare Items	2500			
		2.1.1	Shelf Life Program	Inventory Items	300			
		2.1.2 (a)	Cataloging Function	Local Stock # assigned	1300			
		2.1.2 (b)	Cataloging Function	Add New Items to Stock	15			
			Acquisition and Inventory Management of Stores Stock and Critical Spares	Items Purchased	800			
		2.1.3 (b)	Disposal Transactions	Transaction	100			
		2.1.4 (a)	Storage and Issue of Stores Stock and Critical Spares	Receipts	800			
			Storage and Issue of Stores Stock and Critical Spares (Routine)	Items Issued	2500			
		2.1.4 (b)	Storage and Issue of Stores Stock and Critical Spares (Work Stoppage)	Items Issued	500			
		2.1.4 (d)	Storage and Issue of Program Stock	Receipt	3500			
		2.1.5 (a)	Storage and Issue of Program Stock	Issue	9000			
		2.1.5 (b)						
		2.1.7 (a)	Physical Inventory of Assets (Sample Inventory)	Inventory	4			
		2.1.7 (b)	Physical Inventory of Assets (Wall to Wall Inventory)	Inventory	1			
	2.2.2	Cylinder Triennial Inventory	Inventory	1				
	2.3	Temporary Storage	Case Files	100				
Part 2.0 Total								
3.0	OFFICE FURNISHINGS	3.1.1	Receive New Furniture	Pieces	8000			
		3.1.2	Receive Furniture Returned from Field	Pieces	10000			
		3.1.3	Issue Furniture	Pieces	10000			
		3.1.4	Connect/Disconnect Furniture	Pieces	9000			
		3.1.5	Repair Furniture	Pieces	4000			
		3.1.7	Furniture Inventory	Inventory	4			
Part 3.0 Total								
4.0	MOVING AND HAULING SERVICES	4.1	Routine Moving and Hauling Services	Requests	5000			
		4.2	Non-Core Hour Moving and Hauling Services	Requests	100			
		4.3	Priority Moving and Hauling Services	Requests	2000			
		4.4	Quick Dispatch Services	Requests	1000			
Part 4.0 Total								
6.0	PROPERTY MANAGEMENT							
		6.1.1	NEMS Database Reports	Report	40500			
		6.1.2	Processing NEMS Documentation	Transaction	50000			
		6.2	Archival Documentation	Document	63500			
		6.3	Inventory Management	Inventory Item	28000			
		6.4	Property Losses		25			
		6.5.1	Tagging Property	Equipment Item	5200			
		6.5.2	Detagging Property	Equipment Item	500			
		6.6.1	Customer Service Desk	Forms	3300			
6.6.2	Customer Service Desk (Employee Clearance)	Clearances	110					
Part 6.0 Total								

Workload Data Chart (continued):

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

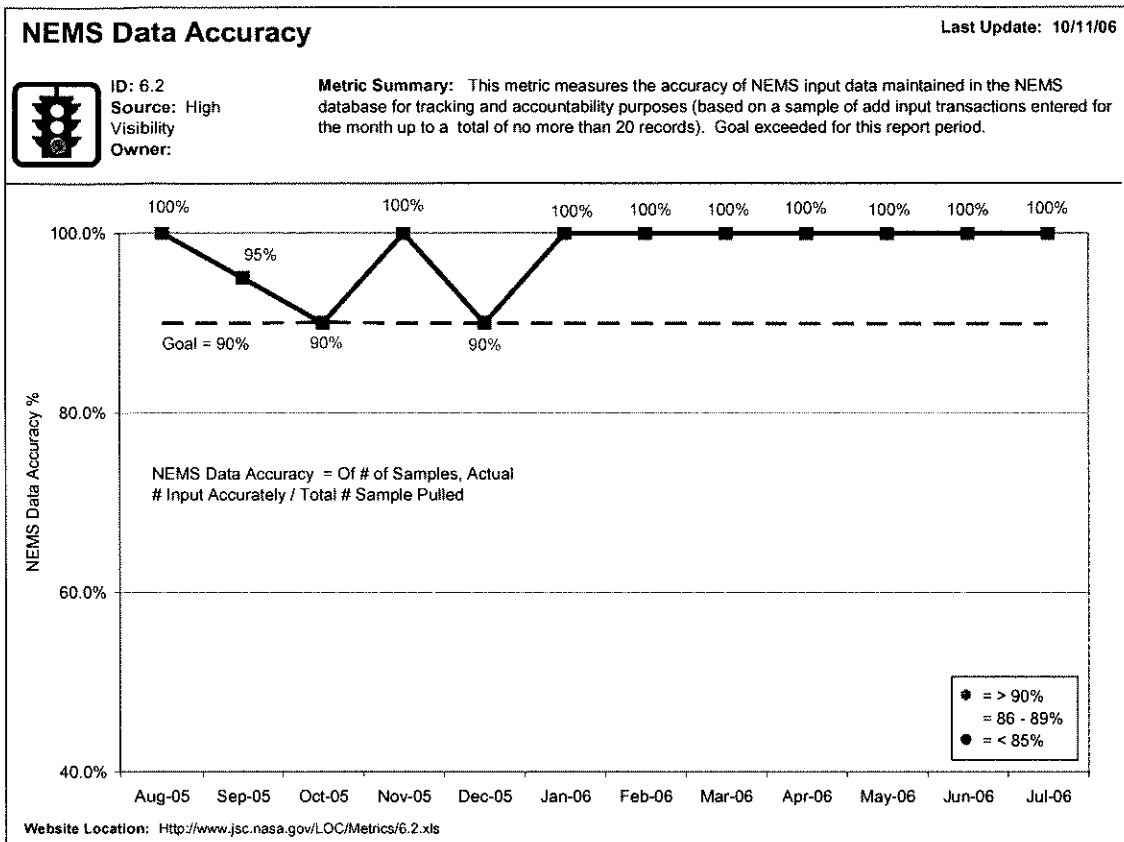
(Based on JSC-STD-123. See work page for instructions.)

Part	Part Title	Sub-Part	Sub-Part Title	Unit	SOW Workload Historical Estimates	Current Month Workload Actual	CY 1 Year to Date Workload Level	CY2 Year thru Contract Completion
7.0	REDISTRIBUTION AND UTILIZATION (R&U)							
		7.1	Disposal Documentation	Documents	28000			
		7.2	Archival Documentation	Documents	28000			
		7.3	Warehouse Receipts	Pick Up Receipts	28000			
		7.3.1	Receipt of Hazardous Materials	Pick Up Receipts	110			
		7.3.2	Receipt of Piferable Items	Pick Up Receipts	100			
		7.4	Process Artifacts	Items	360			
		7.5	Wiping of Computers	Computers	240			
		7.6	Process Requests for Excess Government/Federal Property	Request/Items	1150			
		7.7	Scrap/Abandonment/Destructi on	Pick Ups	500			
		7.8	GSA Sales	Items	11700			
		7.9	Screeners Access	Requests	300			
		7.10	Donations Program	Requests	150			
		7.11	Physical Inventory	Line Items	28000			
Part 7.0 Total								
8.0	PACKING AND SHIPPING SERVICES	8.1.1	Routine Shipments	Shipments	4500			
		8.1.2	Priority Shipments	Shipments	6500			
		8.1.3	Hazardous Materials Shipments	Shipments	150			
		8.1.4	Critical Shipments	Shipments	1000			
Part 8.0 Total								
9.0	INBOUND FREIGHT SERVICES							
		9.1	In-Checking	Shipments	40000			
		9.2	Inspection	Shipments	16000			
		9.3.1	Routine Receipts	Shipments	5000			
		9.3.2	Priority Receipts	Shipments	5000			
Part 9 Total								
10.0	FLEET VEHICLE MANAGMENT OPERATIONS							
		10.1.1	Passenger Van Service	People	1800			
		10.1.2	Driver Services	Request	600			
			Sub-Pool Vehicle Fleet Management	Request	1500			
		10.2.4	Reporting of Accidents	Accidents	10			
		10.2.5	Vehicle Safety Recalls	Recall	5			
			Process Re-justification of Vehicles	Request	100			
		10.2.7	Vehicle Preventive Maintenance (PM)	Request	300			
		10.2.8	Vehicle Emissions Inspections	Inspection	100			
			10.2.9	Special Event Transportation	Request	8		
Part 10 Total								

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

Performance Metric Chart Example



JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
Emergency Preparedness Plan	Per RFP	AN-1-6	NNJ08JA01C

4. Use (Define need for, intended use of, and/or anticipated results of data)

Develop and implement a plan for providing support for the Logistics Division Standard Operating Plan in support of JSC's Emergency Preparedness Plan JSC-05900, Appendix 2 and SOP's as required. This is an OSHA requirement and the Contractor shall have a plan in place that outlines their responsibilities in the event of an emergency.

5. DRD Category: (check	<input type="checkbox"/> Technical	<input type="checkbox"/> Administrative	<input checked="" type="checkbox"/> SR&QA
6. References (Optional) SOW Reference Subpart: 1.13	7. Interrelationships (e.g., with other DRDs) (Optional) Latest version of ANSI/ISO/ASQ Q 9001-2000		

8. Preparation Information (Include complete instructions for document preparation)

Scope:

The Contractor shall develop and implement a plan to support activities on SOP's identified in the Logistics Division Standard Operating Plan and participate in annual reviews of the plan to identify and document improvements and required changes. The plan is to parallel the Logistics Plan and the Contractor must maintain, update, and implement the plan in response to emergencies on site.

Frequency:

The Contractor shall submit the plan to the Contracting Officer (CO) 30 days after the start of the contract for review and approval and yearly in January thereafter.

Distribution:

The Contractor shall submit one hard copy of the plan and one CD copy to the CO.

Format:

The Contractor shall follow the format per the following outline presented in Logistics Division Standard Operating Plan in support of JSC's Emergency Preparedness Plan, JSC-05900, Appendix 2.

Details:

See Logistics Division Standard Operating Plan in support of JSC's Emergency Preparedness Plan, JSC-05900, Appendix 2.

References:

None

Maintenance:

The Contractor shall update the plan annually.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title	2. Current Version Date Per RFP	3. DRL Line AN-1-7	RFP/Contract No. (Procurement completes) NNJ08JA01C
Wage/Salary and Fringe Benefit Data			

4. Use (Define need for, intended use of, and/or anticipated results of data)

The Wage/Salary and Fringe Benefit Data will 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: (check	Technical	<input checked="" type="checkbox"/> Administrative	SR&QA
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)		
	FAR 52.222-41		

8. Preparation Information (Include complete instructions for document preparation)

DISTRIBUTION: BJ /Contracting Officer
BA2/Contract Labor Relations Officer

INITIAL SUBMISSION: 30 Days following start of contract

SUBMISSION FREQUENCY: Annually, 90 days prior to the anniversary date of the contract.

DATA PREPARATION INFORMATION:

SCOPE: The Wage/Salary and Fringe Benefit Data must be submitted by the Contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. This requirement is in accordance with FAR regulations 22.1007 and 22.1008.

APPLICABLE DOCUMENTS: None

CONTENTS: The Wage/Salary and Fringe Benefit Data should 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 working on the contract. Separate forms should be utilized for classifications working in different geographic areas and for each subcontractor. Wage determination numbers, appropriation labor organization names, and subcontractor names, must be reflected. All nonexempt labor classifications must be matched to wage determination classes or to Collective Bargaining Agreement (CBA) classifications for represented classes. Annotate exempt or nonexempt and union or nonunion. The current hourly rates should reflect the actual lowest and highest paid employees, along with a computed average rate. State the number of employees working in each category. Separate Fringe Benefit forms should be completed for non-represented classifications and for each separate CBA. A separate form must be completed for the prime and each subcontractor. Three hardcopies and one electronic copy of each Collective Bargaining Agreement are required if organized labor is represented on your contract.

FORMAT: The Wage/Salary and Fringe Benefit Data should be in a format substantially the same as enclosed with this DRD. (Forms 2, 3, and 3A)

MAINTENANCE: Changes shall be incorporated as required by change page or complete reissue.

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JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

WAGE/SALARY RATE INFORMATION WORK SHEET FOR SF-98 DATA WAGE RATE INFORMATION

CONTRACTORS LABOR	WAGE DETERMINATION	EXEMPT OF	UNION OR	CURRENT HOURLY	MYE NO OF
<u>CLASSIFICATION</u>	<u>CLASSIFICATION</u>	<u>NONEXEMPT</u>	<u>NONUNION</u>	<u>RATE</u>	<u>EMPLOYEES</u>

Illustration of required data:

Project Manager	Not Required	E	N	\$40.00	1
Supervisor	Not Required	E	N	\$32.00	1
Electrical				\$26.50 -	
Engineer	Not Required	E	N	30.00	3
Engineering	Engineering Tech,			\$15.08 -	
Tech, Jr	I	N	N	18.00	12
Electrical	Electronics Tech			\$20.59 -	
Technician	Maint II	N	U	\$24.00	4
				\$14.67 -	
Secretary	Secretary I	N	N	\$17.50	2
File Clerk	General Clerk II	N	N	\$10.80	1
Clerical Data				\$11.45 -	
Entry	Word Processor I	N	N	\$12.90	3

Submit data in the above illustrated format for all labor classifications used, or planned to be used, on this contract.

All contractor labor classifications must be matched to wage determination classes listed in CBA's represented classes or classes shown in WD 94-2516 for non-represented classes.

CONTRACTORS LABOR	WAGE DETERMINATION	EXEMPT OF	UNION OR	CURRENT HOURLY	MYE NO OF
<u>CLASSIFICATION</u>	<u>CLASSIFICATION</u>	<u>NONEXEMPT</u>	<u>NONUNION</u>	<u>RATE</u>	<u>EMPLOYEES</u>

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

FRINGE BENEFITS FOR SERVICE EMPLOYEES

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor: _____

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

1. Health and Welfare Items and Other Fringe Items:

(Indicate whether or not coverage is provided to employees and state current average hourly cost per service employee.)

<u>Item</u>	<u>Coverage Provided</u>	<u>Average Hourly Cost</u>
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical & Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition Reimbursement		
j. Other (Describe)		

2. Paid Absences

Service Requirement Days per Year

- a. Vacation
- b. Holidays
- c. Sick Leave
- d. Jury Leave
- e. Funeral Leave
- f. Military Leave
- g. Other (Describe)

Signature of Company Representative

Date

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

For period from _____ to _____

Contractor:

Contract Number:

Number of employees in bargaining unit _____

Total number of employees on contract _____

1. Shift Differential: (Describe any pay over and above base rates for 2nd, 3rd, weekend, or other shifts.)

2. Health and Welfare Items and Other Fringe Items: (Indicate whether or not coverage is provided to employees and state current average hourly cost per employee covered by a Collective Bargaining Agreement.)

Item	Coverage Provided (Yes or No)	Average Hourly Cost
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical and Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition		
j. Other (Describe)		

3. Paid Absences:

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

Service Requirement

Days per Year

- a. Vacation
- b. Holiday
- c. Sick Leave
- d. Jury Leave
- e. Funeral Leave
- f. Military Leave
- g. Other (Describe)

- 4. Severance Pay: (Briefly describe terms and amounts.)
- 5. Other Fringe Benefits: (Describe any other fringe benefits not included above, and show average hourly cost.)
- 6. Premium Pay: (Discuss all premium pay provisions not previously shown on this form.)

Signature of Company Representative

Date

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title	2. Current Version Date Per RFP	3. DRL Line AN-1-8	RFP/Contract No. (Procurement completes) NNJ08JA01C
Notification of Potential Labor Dispute and Contingency Strike Plan			

4. USE (Define need for, intended use of, and/or anticipated results of data)

The Notification of Potential Labor Dispute and Contingency Strike Plan will be used by the NASA Contracting Officer and the Contract Labor Relations Office to facilitate the coordination of activities between the Contractor and the affected NASA operational directorates to ensure that necessary steps are taken to prepare for any potential strike situations and to prevent the disruption of work.

5. DRD Category: (check	Technical	<input checked="" type="checkbox"/> Administrative	SR&QA
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional) FAR 52.222.1		
8. Preparation Information (Include complete instructions for document preparation)			

DISTRIBUTION: BJ /Contracting Officer
BA2/Connie Pritchard, Contract Labor Relations Officer

INITIAL SUBMISSION: Start of contract.

SUBMISSION FREQUENCY: As required.

DATA PREPARATION INFORMATION:

SCOPE: A Notification of Potential Labor Dispute must be submitted at the first indication of potential labor unrest and 45 days prior to the expiration of any collective bargaining agreement. The Notification shall describe the situation that has the potential of impacting the contract and provide the corrective actions initiated. A Contingency Strike Plan must be submitted at contract start and updated if there is any indication of a potential labor unrest or potential picketing activity. The Notification of Potential Labor Dispute and the Contingency Strike Plan are required for the prime and any subcontractors supporting this contract.

APPLICABLE DOCUMENTS: None

CONTENTS: The Notification of Potential Labor Dispute shall describe the situation that has the potential of impacting the timely performance of the contract, it should provide the planned negotiation dates with organized labor, and describe other corrective actions initiated. Notification should be made prior to the expiration of collective bargaining agreements, prior to any significant changes to existing working conditions or pay practices, or any situation that could impact the performance of the contract through labor unrest. The Contingency Strike Plan shall describe the Contractor's plan for assuring the timely performance of the work under this contract during a strike or

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

work stoppage. As a minimum, contents should include: information on implementation of the strike plan, a pre-strike checklist for managers and supervisors, a description of how critical work will be performed, an organization chart of the strike committee membership, phone numbers of key management personnel, and standards of conduct policies during the strike.

FORMAT: Contractor format is acceptable.

MAINTENANCE: Changes shall be incorporated as required by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Government Property Management Plan	2. Current Version Date Per RFP	3. DRL Line AN-1-9	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) To describe the method of administering Government personal property.			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Clause 52.245-5		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

DISTRIBUTION: Electronic distribution to JB/Industrial Property Officer.

INITIAL SUBMISSION: a. Final-Due 30 days after contract start.

SUBMISSION FREQUENCY: Initial, with updates as required.

SCOPE: The Government Property Management plan defines the contractor's use, maintenance, repair, protection, and preservation of Government personal property. It shall describe the contractor's approach to receiving, handling, stocking, maintaining, protecting, and issuing Government property. The Plan should include interaction and Department/Office responsibilities. The delegated Property Administrator will request detailed procedures after contract start.

APPLICABLE DOCUMENTS: Federal Acquisition Regulation (FAR) Part 45 NASA FAR Supplement (NFS) Part 1845.

CONTENTS: This plan shall reference those policies and procedures, which constitute the contractor's Property Management Manual and shall include at a minimum the following categories:

Property Management	Acquisition	Receiving
Identification	Records	Movement
Storage	Physical Inventories	Reports
Consumption	Utilization	Maintenance
Subcontractor	Control Disposition	Contractor Closeout

Reconcile Contractor Records with Financial Records
Center-Unique Considerations

FORMAT: Contractor format is acceptable; electronic format and availability as required Contracting Officer's letter.

MAINTENANCE: Changes shall be incorporated by change pages or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Reprocurement Data Package	2. Current Version Date Per RFP	3. DRL Line AN-1-10	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Provide content and format requirements for delivery to NASA of all processes, procedures, work instructions, websites, electronic tools, data items, supporting documentation, equipment, and resource/cost information used to perform future procurement activities. This data may be disclosed to competing offerors in the future.			
5. DRD Category: (check <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA)			
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

SCOPE: Processes, procedures, work instructions, websites, electronic tools, data items, supporting documentation, equipment and resource/cost information shall be submitted in accordance with this Data Requirement (DR).

CONTENTS:

(a) Technical /Management Data

(1) A catalog of all procedures, processes, and work instructions utilized in the performance of this contract shall be developed and delivered upon request. The processes and procedures shall include those developed specifically for the performance of this contract and those developed by other sources but utilized in the performance of this contract. The catalog shall be in electronic format compatible with Microsoft Office Suite. A hard copy of selected items shall be provided upon request. The catalog shall contain:

- Unique name of process or procedure
- Version number, revision number, or release date as appropriate
- Abstract which describes purpose or use of item

(2) A listing of specific data items and workload sizing data for a period of time which will be specified in the request. The listing shall be in electronic format compatible with Microsoft® Office Suite. A hard copy of selected items shall be provided upon request.

(i) The specific list of requested data shall be provided by the COTR but will include items such as:

- Workload sizing data as listed in the contract
- Property owned and/or managed by the contractor
- Travel requirements; conferences and seminars participated in by employees

(ii) The item descriptions shall include:

- Unique name of item
- Version number, revision number, or release date as appropriate
- Abstract which describes purpose or use of item

(3) A catalog of electronic tools utilized by the contractor, including web sites, interactive tools, data bases, etc. shall be provided. The catalog shall be in electronic format compatible with Microsoft® Office Suite. A hard copy of selected items shall be provided upon request. This catalog shall include:

- Unique name of item
- Version number, revision number, or release date as appropriate
- Abstract which describes purpose or use of item
- Software Platform

(b) Cost Data

(1) Labor resources:

(i) List of all direct labor skills by labor category, segregated by current work breakdown structure (WBS)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

- (ii) An estimate of the number of indirect labor skills such as business or computer support normally charged through an indirect expense pool or through a service center expense
- (iii) Current annual average straight time labor rates for all skills by labor category mapped by standard labor categories of the original RFP and when these wages were last adjusted for escalation. Also indicate whether any adjustments are projected to be made prior to contract expiration
- (iv) The number of FTEs (Full Time Equivalents) and the estimated number of productive hours for each labor category currently on contract mapped by standard labor category of the original RFP, segregated by current WBS.
- (v) Seniority level of all skills on the current contract

(2) Non-labor resources:

- (i) List of all materials, equipment, travel, supplies, etc., and the incurred annual cost by WBS
- (ii) Provide a discussion associated with the major items identified above, such as the materials estimate includes a prompt payment discount of TBD% due to large volume discounts you have negotiated with your vendors.

(3) The projected liability cost associated with unused accrued paid leave associated with non-exempt personnel. Provide a copy of any Collective Bargaining Agreements in place and a current status of any upcoming negotiations with a union.

(4) Equipment (additional information to that listed above) - List of all contractor-owned equipment (at the time of delivery of this DRD) being used in the performance of the contract. The list of equipment shall include:

- (i) Description of the equipment (include make and model #)
- (ii) Location of the equipment (address, building and room #)
- (iii) Date purchased
- (iv) Purchase price of the equipment
- (v) Current depreciated value of the equipment

Format: Electronic format. Organizational format of the supporting documentation shall be the contractor's format.

Distribution: COTR and CO.

First Submission Date: 1 year prior to contract end or at the CO's direction.

Submissions: End of period of performance: submission of current version of all models, tools, and supporting documentation which have been updated since first submission. Also, as directed by CO.

Maintenance: All models/tools and data items shall be maintained electronically. All documentation developed to support the use of each model/tool and data items shall also be maintained electronically. Both the models and the supporting documentation shall be updated as necessary to perform the assessments for which they were developed.

Copies/Distribution:

1 original/record (hard copy): OL/Data Management

1 electronic copy: Program Authorized Repository

Remarks: It is only intended that unique models and tools developed for the LOC be delivered per this DRD. Unmodified commercially available tools should not be delivered, but must be referenced in the supporting documentation.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No.
Information Technology (IT) Security Plan	August 2007	AN-1-13	(Procurement completes) NNJ08JA01C

4. Use (Define need for, intended use of, and/or anticipated results of data)

To provide the necessary IT security plans and reports in accordance with contract terms and conditions.

5. DRD Category: (check)	Technical	<input checked="" type="checkbox"/> Administrative	SR&QA
6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)		
NPG 2810.1 NASA IT Security Program JPD 2810.1C JSC IT Security Handbook			

8. Preparation Information (Include complete instructions for document preparation)

- a. Data Type – 1 Written Approval by the Contracting Officer is required before contractor implementation of the IT Security Plan.
- b. Scope: An IT security plan shall be developed and maintained for each IT system under this contract. The systems are defined by the JSC organization line managers who are responsible for the system in accordance with the definitions set forth in NPG 2810.1 and JPD 2810.1. Security Plan updates shall be made consistent with organizational security planning requirements.

System Administrators

A list of all lead system administrators must be updated annually and provided to the Government.

All individuals who perform tasks as a system administrator or have authority to perform tasks normally performed by system administrators shall be required to demonstrate knowledge appropriate to those tasks by successfully completing the NASA System Administrator Certification Program as outlined in NASA Procurement Information Circular (PIC) 04-03 and 06-09.

Training

Evidence must be presented to management that mandatory IT security awareness training has been met for all on-site contractors. The contractor shall compile and submit periodic reports (as requested by the CO) detailing the overall status of the annual training program. Annual training program is defined as the period from Oct. 1 through Sept. 30.

- c. Format – Electronic Format consistent with NPR 2810.1A
- d. Submission:
- i. Initial – 30 days after contract start
 - ii. Frequency – Annually, with updates as required
- e. Distribution for all the aforementioned reports/plans:
- COTR
B_/Contract Specialist
- f. Maintenance – The contractor shall review the IT Security Plan annually and update as required by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Sample Physical Inventory Schedule	2. Current Version Date Per RFP	3. DRL Line AN-2-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) This schedule shall be used by the COTR to ensure annual inventories will be performed per the NPR 4100.1 NASA Materials Inventory Manual.			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 2, Paragraph 2.1.7.1	7. Interrelationships (e.g., with other DRDs) (Optional)		

8. Preparation Information (Include complete instructions for document preparation)

Scope: Submit an annual schedule for sample inventories of store stock, program stock and critical spare assets. Ensure schedule conforms to the NSMS Inventory program.

Frequency: Submit in September of each year for the following fiscal year

Distribution: Electronic copy to COTR

Details: The schedule shall include Sample Size, Status (1, 2, or 3), Start date of each inventory, Object Class Code (OCC), Federal Suply Group (FSG), and number of line items in each OCC with total number of line items.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Vendor Owned Cylinder Demurrage Charges	2. Current Version Date Per RFP	3. DRL Line AN-2-2	RFP/Contract No. (Procurement completes) NNJ08JA01C
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4. Use (Define need for, intended use of, and/or anticipated results of data)

This report will be used by the COTR to monitor JSC's demurrage costs.

5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	6. References (Optional) Part 2, Paragraph 2.2.1	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

Scope: Submit a report covering each months demurrage charges.

Frequency: Last workday of each month for previous months costs.

Distribution: Electronic copy to COTR.

Details: Report shall include vendor name, cylinder serial numbers by vendor and cost by vendor.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Cylinder Triennial Inventory Report	2. Current Version Date Per RFP	3. DRL Line AN-2-3	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) This report shall be used by the COTR to monitor cylinder accountability at JSC.			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 2, Paragraph 2.2.2		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope: Submit an annual schedule for sample inventories of store stock, program stock and critical spare assets. Ensure schedule conforms to the NSMS Inventory program.

Frequency: First report due September 30, 2008 and every 3 years thereafter.

Distribution: Hard copy to COTR

Details: Provide a summary with the following data: number of NASA owned cylinders located, number of vendor owned cylinders located, list of serial numbers and vendor for each cylinder not located, and list of serial numbers and vendor if known for each cylinder located but not previously in Gas Cylinder Tracking System (GCTS).

Provide a printout of the GCTS after inventory reconciliation with the following data elements: cylinder serial number, cylinder type, vendor, NSN of gas in the cylinder, location (building & room), P.O. number, P.O. type, status, move status and date. First sort is cylinder serial number.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Annual Inventory Schedule	2. Current Version Date Per RFP	3. DRL Line AN-6-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Provide the data required below per the NPR 4200.1, Equipment Management Manual			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 6, Subpart 6.3		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope: Contractor to provide data to support performance of property inventories.

Frequency: Items 1 and 2 are to be provided prior to inventory start dates allowing the required 30 day notification to the organizations. Item 3 to be provided no later than October 10 of each year.

Details: Per requirements identified in the NPR 4200.1, Equipment Management Manual, the Contractor shall provide:

- 1) A proposed inventory schedule for COTR approval that allows notification to the organizations 30 days prior to initial start of an inventory.
- 2) Identification of individuals who will be performing the inventories.
- 3) A final inventory result report, separate from the organizational result notifications, that provides the following information:
 - a. Number of property management areas and number of items scheduled for inventory
 - b. Number of property management areas for which physical inventory was completed
 - c. Number of items and value of property inventoried
 - d. Number and value of items added to the records as a result of the physical inventory
 - e. Number and value of lost items surveyed as a result of the physical inventory
 - f. Number and value of items that were previously surveyed and located as a result of the physical inventory
 - g. Any conclusions and procedural changes initiated following analysis of the inventory results.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Cost of GSA Sales Report	2. Current Version Date Per RFP	3. DRL Line AN-7-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Data will be used to determine and reflect whether GSA sales are of such value to JSC that costs are being recaptured to support contractor efforts. Data is then used to determine contract negotiations with GSA for sales.			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 7, Paragraph 7.8		7. Interrelationships (e.g., with other DRDs) (Optional)	

8. Preparation Information (Include complete instructions for document preparation)

Scope: Contractor to provide costs associated with each GSA sale.

Frequency: Monthly, within 5 work days after sale is complete.

Distribution: Electronic copy to JB3 Branch Chief and JB3 Property Disposal Officer.

Details: Costs to include: clerical, contract administration, advertisement, warehousing, security, and supervision.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Packaging and Shipping Statistical Report	2. Current Version Date Per RFP	3. DRL Line AN-8-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Report required determining the effectiveness of the Transportation System. Packaging and Shipping Statistical Report			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 8, Subpart 8.1		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation)			

Scope: JSC Outbound Shipments

Frequency: Submit Quarterly on January 5th, April 5th, July 5th, and October 5th.

Distribution: One electronic copy to the COTR.

Report Details:

- 1) Quantity of Routine, Priority, Hazardous Material, and Critical Shipments
- 2) Quantity of Vehicle Load Plans
- 3) Quantity of shipments processed using JSC 290 Shipping Document
- 4) Quantity of shipments processed using JSC 195 Shipping Document
- 5) Quantity of Deliveries to and from Off-site locations

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Pre-Payment Audit Report	2. Current Version Date Per RFP	3. DRL Line AN-8-2	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Report required determining the effectiveness of the Transportation Post-Payment Audit System and as indicators of the savings to the Government resulting from this review. Report will be submitted to NASA/JSC and NASA HQ.			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 8, Subpart 8.2		7. Interrelationships (e.g., with other DRDs) (Optional)	

8. Preparation Information (Include complete instructions for document preparation)

Scope: Freight charges versus quoted rates per number of shipments pre-audited.

Frequency: Submit Semi-annually on April 5th and October 5th.

Distribution: One electronic copy to the COTR.

Format: The Contractors format is acceptable.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Hazardous Materials Statistical Report	2. Current Version Date Per RFP	3. DRL Line AN-9-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Report required to determine the effectiveness of the Hazardous Materials System and JSC's HAZMAT Protection Plan.			
5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 9, Subpart 9.3.2		7. Interrelationships (e.g., with other DRDs) (Optional)	

8. Preparation Information (Include complete instructions for document preparation)

Scope: JSC Inbound HAZMAT Receipts

Frequency: Submit Quarterly on January 5th, April 5th, July 5th, and October 5th.

Distribution: One electronic copy to the COTR.

Report Details:

- 6) Quantity of Hazardous Materials Receipts
- 7) Quantity of Hazardous Materials Receipts broken down by Commodity description and classification, weight/unit of measure, purchase request number, bill-of-lading number, date received, delivering carrier, and mark for (name and building).
- 8) Quantity of Bulk Gasses/Liquids
- 9) Quantity of Explosive Materials
 - a. Class/Division 1.1
 - b. Class/Division 1.2
 - c. Class/Division 1.3
 - d. Class/Division 1.4
- 10) Quantity of Lithium Batteries (Class 9)
- 11) Quantity of Radioactive Receipts (Class 7)
- 12) Quantity of Propane Tanks (Class 2.1)
- 13) Quantity of Communication Security (COMSEC) Receipts
- 14) Quantity of HAZMAT shipments received without MSDS

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Receiving Statistical Report	2. Current Version Date Per RFP	3. DRL Line AN-9-2	RFP/Contract No. (Procurement completes) NNJ08JA01C
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4. Use (Define need for, intended use of, and/or anticipated results of data)

Report required to determine the effectiveness of the Shipping Tracking System.

5. DRD Category: (check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	6. References (Optional) Part 9, Subpart 9.4	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

Scope: JSC Inbound Receipts

Frequency: Submit Quarterly on January 5th, April 5th, July 5th, and October 5th.

Distribution: One electronic copy to the COTR.

Report Details:

- 15) Quantity of Routine and Priority Receipts
- 16) Quantity of Claims, Cost estimate of claims, and carrier involved
- 17) Quantity of Work Stoppages
- 18) Quantity of Frustrated Freight Receipts
- 19) Quantity of receipts requiring In-Checking
- 20) Quantity of receipts requiring Inspection
- 21) Quantity of Communication Security (COMSEC) Receipts
- 22) Quantity of Medical Items or Drugs
- 23) Special Handling and Monitoring Equipment

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Vehicle Statistical Report	2. Current Version Date Per RFP	3. DRL Line AN-10-1	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Reports are required to determine the effectiveness of the Driver Services and Vehicle Operations as indicators of the volume of vehicle fleet activity. Reports will be submitted to NASA/JSC and NASA HQ.			
5. DRD Category: <input checked="" type="checkbox"/> check <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References (Optional) Part 10		7. Interrelationships (e.g., with other DRDs) (Optional)	

8. Preparation Information (Include complete instructions for document preparation)

Scope: A report of vehicle activity involving JSC fleet management.

Frequency: Submit Quarterly on January 5th, April 5th, July 5th, and October 5th.

Distribution: One electronic copy to the COTR.

Report Details:

24) Quantity of sub-pools A & B vehicles checked-out by organization.

25) Driver Services:

- a. Quantity of work orders
- b. Quantity of Passengers
- c. Quantity of Man-hours
- d. Total mileage
- e. Listing of VIP's

26) Passenger Van Service:

- a. Quantity of Passengers
- b. Quantity of Man-hours
- c. Total mileage

27) Special Events:

- a. Event Description
- b. Quantity of Passengers
- c. Quantity of Man-hours
- d. Total Mileage

28) Quantity of Emissions Inspections Completed

29) Preventive Maintenance

- a. Quantity of Preventive Maintenance Schedules Sent Out

Format: The Contractors format is acceptable.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Vehicle Accident Report	2. Current Version Date Per RFP	3. DRL Line AN-10-2	RFP/Contract No. (Procurement completes) NNJ08JA01C
4. Use (Define need for, intended use of, and/or anticipated results of data) Reports are required to determine the effectiveness of the vehicle fleet management and as indicators of the volume of vehicle accidents. Reports will be submitted to NASA/JSC and NASA HQ.			
5. DRD Category: <i>(check)</i> <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA			
6. References <i>(Optional)</i> Part 10, Subpart 10.2.4		7. Interrelationships (e.g., with other DRDs) <i>(Optional)</i>	

8. Preparation Information (Include complete instructions for document preparation)

Scope: A report of accidents involving JSC and JSC Contractors GSA leased vehicles using information obtained from below forms and formatted per the identified report details noted below.

Frequency: Submit semi-annually on October 5th and April 5th.

Distribution: One electronic copy to the COTR.

Forms: SF91, Vehicle Accident Report
SF94, Statement of Witness
NF1627, NASA Mishap Report
Police Report

Report Details: Date of accident, vehicle license plate number, funding BOAC, driver's name, driver's organization, location of accident, accident description, party at fault as defined by the police report, damage details, cost of repairs, and injuries, if applicable.

Format: The Contractors format is acceptable.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 19	
2. AMENDMENT/MODIFICATION NO. 49		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (if other than item 6) Misti M. Moore, Contract Specialist PH: 281.483.6716 Email: Misti.M.Moore@nasa.gov		CODE BJ		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (In: Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C		
				10B. DATED (SEE ITEM 13) 12/21/07		
CODE		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 one (1) copy 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 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 applicable)

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

<input checked="" type="checkbox"/>	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
<input checked="" type="checkbox"/>	D. OTHER: Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES: DEFINITIZE REA PROPOSAL R2 AND PROVISIONAL INCREASE CY 1 - 3

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

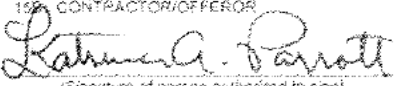

The purpose of this modification is to (1) definitize the Contractor's Request for Equitable Adjustment (REA) proposal, Revision 2 (R2), dated June 16, 2009 which was proposed for the cumulative amount of (b) (4) for estimated cost, award fee and fixed fee for Contract Years 1 through 10 for the completion form portion of the contract only. (2) De-obligate award fee funding for Contract Year 1 in the amount of (b) (4) due to excess funding after definitizing award fee.

The parties mutually agreed to definitize the REA R2 for Plan A for estimated cost in the amount of (b) (4) and award fee in the amount of (b) (4), fixed fee in the amount of (b) (4), for a total estimated cost, award fee, and fixed fee for Contract Years 1 through 10 of \$9,305,999; Plan B for estimated cost in the amount of (b) (4) and award fee in the amount of (b) (4), fixed fee in the amount of (b) (4), for a total estimated cost, award fee, and fixed fee for Contract Years 1 through 10 of \$9,270,903.

The effect of this definitization is to make an upward adjustment in estimated cost, award fee and fixed fee for Contract Years 1 through 10; therefore, Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - (a) Table B.3.1 - Plan A; (b) Table B.3.2 - Plan B; Clause B. 4 entitled "Contract Funding; as well as Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions - Paragraph I (Plan A) and Paragraph II (Plan B) will be updated (see attached).

This definitization represents a full, complete, and equitable adjustment to the contract. All terms and conditions of the contract, accept for the aforementioned clauses, remain unchanged.

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) Katrina A. Parrott, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/9/10	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/9/2010

The purpose of this modification is to definitize the Contractor's Request for Equitable Adjustment (Revision 2) for the negotiated amount for estimated cost in the amount of (b) (4) and award fee in the amount of (b) (4), fixed fee in the amount of (b) (4) for a total estimated cost, award fee, and fixed fee for Contract Years 1 through 10 of \$9,305,999.

The effect of this definitization is to make an upward adjustment in estimated cost, award fee and fixed fee for Contract Years 1 through 10; therefore, (I). Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - (a) Table B.3.1 – Plan A; (II). (b) Table B.3.2 – Plan B; (III). Clause B.4 entitled "Contract Funding"; as well as (IV). Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions – Paragraph I; and (V). Paragraph II will be updated (see attached). All as follows:

1. Update Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - (a) Table B.3.1 – Plan A as follows:

1. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 1: estimated cost is increased by (b) (4) from (b) (4) to (b) (4); award fee is increased by (b) (4) from (b) (4) to (b) (4). The total estimated cost and award fee is increased by (b) (4), from (b) (4) to (b) (4).
2. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 2: estimated cost is increased by (b) (4) from (b) (4) to (b) (4); fixed fee is increased by (b) (4) from (b) (4) to (b) (4). The total estimated cost and fixed fee is increased by (b) (4) from \$ (b) (4) to (b) (4).
3. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 3: estimated cost is increased by (b) (4) from (b) (4) to (b) (4); fixed fee is increased by (b) (4) from (b) (4) to (b) (4). The total estimated cost and fixed fee is increased by (b) (4) from (b) (4) to (b) (4).
4. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 4: estimated cost is increased by (b) (4) from (b) (4) to (b) (4); fixed fee is increased by (b) (4) from (b) (4) to (b) (4). The total estimated cost and fixed fee is increased by (b) (4), from (b) (4) to (b) (4).
5. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 5: estimated cost is increased by (b) (4), from (b) (4) to (b) (4); fixed fee is increased by (b) (4), from (b) (4) 0 to (b) (4). The total estimated cost and fixed fee is increased by (b) (4) from (b) (4) to (b) (4).
6. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 6: estimated cost is increased by (b) (4), from (b) (4) to (b) (4); fixed fee is increased by (b) (4), from (b) (4) to (b) (4). The total estimated cost and fixed fee is increased by (b) (4) from (b) (4) to (b) (4).
7. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 7: estimated cost is increased by (b) (4), from (b) (4) to (b) (4); fixed fee is increased by (b) (4) from (b) (4) to (b) (4). The total estimated cost and fixed fee is increased by (b) (4) from (b) (4) to (b) (4).
8. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 8: estimated cost is increased by (b) (4), from \$ (b) (4) to (b) (4); fixed fee is increased by (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and fixed fee is increased by (b) (4), from \$ (b) (4) to (b) (4).
9. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 9: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from

\$ (b) (4) to \$ (b) (4). The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

10. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 10: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

II. Update Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - (b) Table B.3.2 – Plan B as follows:

1. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 1: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4) 175. The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

2. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 2: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4) 170; fixed fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and fixed fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

3. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 3: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); fixed fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and fixed fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

4. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 4: estimated cost is increased by \$ (b) (4) 135, from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and fixed fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

5. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 5: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$7, (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4) 189. The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

6. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 6: estimated cost is increased by \$ (b) (4) 721, from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) 171 to \$ (b) (4). The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

7. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 7: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

8. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 8: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

9. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 9: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

10. Section B, Clause B.3 (b), Table B.3.2 – Plan B, Year 10: estimated cost is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4); award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4). The total estimated cost and award fee is increased by \$ (b) (4) from \$ (b) (4) to \$ (b) (4).

III. Clause B.4 entitled "Contract Funding" is revised to redistribution of provisional funding appropriately to estimated cost and fee to reflect the negotiated values for Contract Years 1 and 2. The following supports the above revisions:

Contract Year 1: through modification 47: Provisional funding of estimated cost in the amount of \$ (b) (4) is redistributed to estimated cost. NOTE: In modification 44 inadvertently did not add funding in the amount of \$ (b) (4) (though it was reflected in the Contract Year 1 Funding Recapitulation) and will be reinstated in this modification 49. Therefore, estimated cost is funded at \$ (b) (4) Provisional funding of award fee in the amount of \$ (b) (4) is redistributed to award fee, but \$ (b) (4) is de-obligated due to it being excess funding over the now revised award fee pool. Therefore, award fee is funded at (b) (4). Total estimated cost and award fee is funded at \$ (b) (4)

Contract Year 2: through modification 47: Provisional funding of estimated cost in the amount of \$ (b) (4) is redistributed to estimated cost. Therefore, estimated cost is funded at (b) (4) Provisional funding of \$ (b) (4) remains and is undefinitized/unidentified value. Fixed fee is increased by \$ (b) (4) Therefore, fixed fee is funded at \$ (b) (4) Total estimated cost, provisional, and fixed fee is funded at \$ (b) (4)

As follows:

B.4 Contract Funding (NFS 1852.232-81)(JUN 1990)

Contract Year 1:

(a) For purpose 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 logistics operations support services and covers the following estimated period of performance: February 28, 2009.

(b) An additional amount of \$ (b) (4) is obligated under this contract for payment of award fee.

Contract Year 2:

(a) For purpose 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) provisionally \$ (b) (4) This allotment is for logistics operations support services and covers the following estimated period of performance: February 28, 2010.

(b) An additional amount of \$ (b) (4) is obligated under this contract for payment of fixed fee.

Contract Year 3:

(a) For purpose 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 logistics operations support services and covers the following estimated period of performance: February 28, 2011.

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

(End of Clause)

a. Recapitulation of Base Funds - Contract Year 1: *THIS ACTION – MOD 49*
De-obligation of (b) (4) in award fee funding and de-obligation of (b) (4) in estimated cost:

Contract Base Funding Recapitulation for Contract Year 1:	Estimated Cost	Award Fee	Cumulative Total
Prior Cumulative Obligations through MOD 27:	(b) (4)		
Redistribute Estimated Cost and Award Fee			
*Provisionally Increase Estimated Cost and Award Fee via Contractor Proposal dated 2/13/09			
Add: Base Funding (Contract Year 1) (also *Provisional Increase to Estimated Cost as above)			
Revised Cumulative Obligations including Provisional Funding thru Mod 27:			
MOD 44			
*Revised Funding to include delta from Provisional Increase based on Contractor's Revised Proposal (6/1/09)			
Revised Cumulative Obligations including Provisional Funding via Mod 44			
THIS MOD 49			
Decrease: Deobligation of excess award fee funding after definitizing REA R2 dated 6/16/09 AF amount of (b) (4)			
Decrease: Deobligation of excess estimated cost in the amount of (b) (4)			
Decrease: Provisional Increase			
Decrease: Funding Adjustment			
Decrease: Provisional Increase			
Definitization of REA R2 dated 6/16/09 (equates to (b) (4) + (b) (4))			
REVISED CUMULATIVE OBLIGATIONS			

b. Recapitulation of Base Funds - Contract Year 2: - THIS ACTION – MOD 49

Contract Base Funding Recapitulation for Contract Year 2:	Estimated Cost	Fixed Fee	Cumulative Total
Prior Cumulative Obligations through MOD 44:			
Backout to correct for this action to restipulate the correct estimated cost			
Redistribute to Estimated Cost			
*Redistribute for Provisional Increase based on Contractor's Proposal dated 2/13/09			
*Revised Funding to include delta from Provisional Increase based on Contractor's Revised Proposal dated 6/1/09			
Revised Cumulative Obligations including Provisional Funding via this Mod 44			
THIS MOD 49			
Decrease: Provisional Increase			
Decrease: Provisional Increase			
*Remaining: Provisional Funding (undefinitized/unidentified value)			
Definitization of REA R2 dated 6/16/09)			
Definitization of REA R2 dated 6/16/09			
Fixed Fee			
REVISED CUMULATIVE OBLIGATIONS			

***NOTE:** There remains (b) (4) in provisional funding due to the fact that the this Mod 49 did not definitize this value.

c. Recapitulation of Base Funds – Contract Year 3:

Contract Base Funding Recapitulation for Contract Year 3:	Estimated Cost	Fixed Fee	Cumulative Total
Prior Cumulative Obligations through MOD 44:			
MOD 47:			
This Action: MOD 47			
Revised Cumulative Obligations			

D. Recapitulate Contract Value for Contract Years 1, 2, and 3 - THIS ACTION – MOD 49

	Contract Value (Year1)	Contract Value (Year 2)	Contract Value (Year 3)
Estimated Cost			
Backout Provisional Increase (Contractor's Proposal dated 2/13/09)			
Replace with Provisional Increase to Estimated Cost (Contractor's Revised Proposal dated 6/19/09)			
Total Estimated Cost with Provisional Increase			
Fixed Fee			
Award Fee			
Total Estimated Cost, Provisional Increase, and Fee			
THIS ACTION – MOD 49			
Decrease: Provisional Increase CY 1			
Definitization of REA R2 dated 6/16/09 – CY 1 Estimated Cost			
Definitization of REA R2 dated 6/16/09 – CY 1 Award Fee			
Decrease: Provisional Increase CY 2			
Definitization of REA R2 dated 6/16/09 – CY 2 Estimated Cost			
Definitization of REA R2 dated 6/16/09 – CY 2 Fixed Fee			
Decrease Provisional Increase CY 3			
Definitization of REA R2 dated 6/16/09 – CY 3			
Definitization of REA R2 dated 6/16/09 – CY 3 Fixed Fee			
REVISED CONTRACT VALUE: ESTIMATED COST AND FEE			
CY 2 – Provisional Increase remaining to Estimated Cost			
Revised Provisional Value: Estimated Cost and Fee			

IV. Update Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions – Paragraph I Plan A as follows:

Section F, Clause F.4, Part I, Year 4, #1 is updated to reflect the increase in estimated cost by \$ (b) (4) and maximum fixed fee by (b) (4)

Section F, Clause F. 4, Part I, Year 5, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum fixed fee by (b) (4)

Section F, Clause F. 4, Part I, Year 6, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum fixed fee by (b) (4) .

Section F, Clause F.4, Part I, Year 7, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum fixed fee by (b) (4) .

Section F, Clause F.4, Part I, Year 8, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum fixed fee by (b) (4)

Section F, Clause F.4, Part I, Year 9, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum award fee (b) (4)

Section F, Clause F. 4, Part I, Year 10, #1 is updated to reflect the increase in estimated cost by (b) (4) and maximum award fee \$ (b) (4)

V. Update Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions – Paragraph II Plan B as follows:

Section F, Clause F.4, Part II, Year 4, #1 is updated to reflect the increase in estimated cost by (b) (4) and maximum award fee by \$ (b) (4)

Section F, Clause F. 4, Part II, Year 5, #1 is updated to reflect the increase in estimated cost by \$ (b) (4) and maximum award fee by (b) (4)

Section F, Clause F. 4, Part II, Year 6, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum award fee by (b) (4)

Section F, Clause F.4, Part II, Year 7, #1 is updated to reflect the increase in estimated cost by (b) (4) and maximum award fee by (b) (4)

Section F, Clause F.4, Part II, Year 8, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum award fee by (b) (4)

Section F, Clause F.4, Part II, Year 9, #1 is updated to reflect the increase in estimated cost by (b) (4) , and maximum award fee (b) (4)

Section F, Clause F. 4, Part II, Year 10, #1 is updated to reflect the increase in estimated cost by \$ (b) (4) , and maximum award fee (b) (4)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 DESCRIPTION OF WORK/INSTRUCTIONS

This contract is for logistic operations services for the Johnson Space Center (JSC) in Houston, Texas including those facilities at JSC, Ellington Field, and the Sonny Carter Training Facility (SCTF). The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to provide services in accordance with the Statement of Work (SOW) in Section C. The services to be performed under the terms and conditions of this contract will be acquired as detailed below:

(End of clause)

B.2 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) –
No FAR By-reference clauses in Section B.
- II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18) –
No NASA By-reference clauses in Section B.

B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

	Base Period				Award Terms							
Logistics Operations Contract	Phase-In Period	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms		Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee												
Fixed Fee												
Total	(b) (4)											\$79,563,176

(b) The total estimated cost and fee under Plan B are as follows:

Table B.3.2 – Plan B

	Base Period				Option Period								
Logistics Operations Contract	Phase-In Period	Base Period											Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years	
Contract Type	FFP	CPAF	CPFF	CPFF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF		
Total Estimated Cost	(b) (4)												
Award Fee													
Fixed Fee													
Total													(b) (4)

(End of clause)

B.4 Contract Funding (NFS 1852.232-81)(JUN 1990)

Contract Year 1:

(a) For purpose 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 logistics operations support services and covers the following estimated period of performance: February 28, 2009.

(b) An additional amount of \$ (b) (4) is obligated under this contract for payment of award fee.

Contract Year 2:

(a) For purpose 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) provisionally \$ (b) (4). This allotment is for logistics operations support services and covers the following estimated period of performance: February 28, 2010.

(b) An additional amount of \$ (b) (4) is obligated under this contract for payment of fixed fee.

Contract Year 3:

(a) For purpose 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 logistics operations support services and covers the following estimated period of performance: February 28, 2011.

(b) An additional amount of \$ (b) (4) is obligated under this contract for payment of award fee.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F. 2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 50 mile radius of the surrounding geographical area
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2018.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) to (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by \$ (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.

YEAR 8: 3/1/2015 – 2/29/2016

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost and maximum award fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is \$79,410,147.
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 4:** 3/1/2011 - 2/29/2012

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.

YEAR 8: 3/1/2015 – 2/29/2016

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is \$79,123,090.
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:

NASA Johnson Space Center
Building 421
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer
Mark with: Purchase Request No. TBD
Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
Vincent L. Johnson
Mail Code: JB, Bldg. 419, Rm. 128A

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F. 7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in ¼-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM: OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____
Destination: _____".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Bobby Boyd
Contract Transportation
2101 NASA Parkway
M/C JB
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6526. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces

- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 52-53	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (If other than Item 6) Kelly L. Rubio PH: 281.244.7890 Fax: 281.483.9741 Email: kelly.l.rubio@nasa.gov		CODE BJ5
L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
			10B. DATED (SEE ITEM 13) 12/21/07	
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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 1 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 incorporate Federal Acquisition Regulation (FAR) Clause 52.232-19 entitled "Availability of Funds for the Next Fiscal Year (APR 1984) as Clause H.13 in Section H of the contract.

This modification is at no additional cost to the Government.

(See attached replacement page H-11)

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) Katrina Parrott, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio Contracting Officer	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 8/23/10	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8/25/2010

period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.

2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

H. 13 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO. 55	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (if other than item 6) Kelly L. Rubio PH: 281.244.7890 Fax: 281.483.9741 Email: kelly.l.rubio@nasa.gov	CODE BJ5
L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
			10B. DATED (SEE ITEM 13) 12/21/07
CODE	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 one (1) copy 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 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)

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 1 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 per Modification 49, where the parties agreed to cover the off peak support of the Loadmasters in Completion Form for the Contract Years 1 & 2. The result of which is to amend Section C, 5.0, Sub-Paragraph 5.2 "Move Coordination" to reflect this agreement.

This modification is considered administrative; however, the associated costs were definitized in Modification 49.

NOTE: See attached replacement page C-23.

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) Program Manager	15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 9/14/10	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio Contracting Officer	15B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	15C. DATE SIGNED 9/14/2010
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5.0 SPACE UTILIZATION AND MOVE COORDINATION

The Contractor shall coordinate with the Planning and Integration Office (PIO) for facility space utilization and moves to ensure effective planning, development and integration and accomplishment of Planning and Integration Office projects.

5.1 Space Utilization Coordination

The Contractor shall coordinate with the PIO in the management of on-site facility space to ensure maximum utilization.

The Contractor shall develop a Space Utilization Plan for each project assigned by the COTR to facilitate development of a preliminary Government generated cost estimate. The plan shall include:

1. Possible scenarios of space allocations for the project, including impacts of each
2. Existing configuration and design layouts for all proposed scenarios that identify potential wall modifications, occupancy, furniture configurations, and organizational re-alignments
3. A sequencing plan of all events associated with the project

The Contractor shall perform field inspections of JSC facilities to verify personnel count and usage of space. A room utilization report, space classifications, Facility Housing Plans (FHP) and a Field Check Schedule shall be provided by the Government to perform the inspections. Room usage and vacancies shall be identified on the appropriate FHP and people counts shall be updated on the room utilization report. Results shall be provided to the Government within 10 work days of inspection.

The Contractor shall create customer queries, generate reports and update the JSC Space Management System (currently Facility Center).

5.2 Move Coordination

The Contractor shall coordinate the planning, execution, and completion of all aspects of moves to ensure they are effectively and efficiently completed per the established move schedule with minimal impact to the customer. Moves may require coordination with the customer and organizations responsible for carpet installation and removal, construction, custodial, furniture, IT services, moving and hauling, scheduling, space utilization, and updating of the FHP's.

5.2.1 Retention of Critical Skills

Loadmaster Services CY 1 & 2

During off-peak times during CY 1 & 2, retention of critical skills for the Loadmasters will include Executive Level Managerial Support, including but not limited to, the following:

Coordinating the planning, execution, and completion of all aspects of moves to ensure they are effectively completed per the established move schedule with minimal impact to the customer.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO. 56	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE R/C NO. N/A	5. PROJECT NO. (If Applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (If other than item 6) Kelly L. Rubio PH: 281.244.7890 Fax: 281.483.9741 Email: kelly.l.rubio@nasa.gov		
L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C 10B. DATED (SEE ITEM 13) 12/21/07		
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input checked="" type="checkbox"/>	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:
<input checked="" type="checkbox"/>	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 1 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 revise the mile radius in Section C of the Statement of Work, 1.3 "Location of Services," from "100 mile radius" to "300 mile radius."

This modification is at no additional cost to the Government.

NOTE: See attached replacement page C-6.

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) Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio Contracting Officer	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 9/14/10	16B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	16C. DATE SIGNED 9/14/2010

1.0 CONTRACT ADMINISTRATION

1.1 Scope

The Contractor shall provide all resources to perform Logistics Operation services as identified within this Statement of Work (SOW) for the Johnson Space Center (JSC), Ellington Field (EF), and the Sonny Carter Training Facility (SCTF) in Houston, Texas, to ensure accomplishment of all SOW requirements identified by this contract. Logistics Operations services consist of: supply management, office furnishings management, moving and hauling services, space utilization and moves coordination, property management, redistribution and utilization, packing and shipping services, inbound freight services, vehicle fleet management operations, and special support services.

1.2 Associated Contractors

JSC is a Government-owned, Government-operated installation. Government-Contractor and Contractor-Contractor partnering is essential to the success of JSC operations. Therefore, a Center Operations Directorate (COD) Associate Contractor Agreement (ACA) between internal support Contractors, such as; Facilities, Custodial, Grounds, and Environmental, as well as, external support Contractors, such as the Aircraft Operations Division's (AOD) Aircraft Maintenance & Modification Contract, are required to ensure the successful operation at JSC. Similarly, ACA's between other support Contractors may also be necessary for successful JSC operations.

1.3 Location of Services

The Contractor shall perform all logistics operation services at JSC. Within the context of this SOW, the term "JSC" shall be used interchangeably to refer to activities that occur at the JSC main campus, EF, and SCTF site locations. There will be those occasions when the Contractor shall perform services at other Contractor facilities and other facility locations within a 300-mile radius of the JSC main campus. One way distances from JSC are as follows: Ellington Field is approximately 8 miles and SCTF is approximately 3 miles.

1.4 Hours of Operation

Unless otherwise directed by the Contracting Officer's Technical Representative (COTR), or specified in this SOW, the Contractor's continuous core hours of operation for JSC, EF, and SCTF shall be 7:30 a.m. – 4:00 p.m., Monday through Friday excluding Federal holidays. From time to time, the Contractor shall be required to perform services specified in this SOW outside the identified core hours to support NASA missions or other unforeseen events.

1.5 Definitions and Acronyms

Acronyms used throughout this contract are identified in Section J, Attachment A. Definitions used throughout this contract are identified in Section J, Attachment B.

1.6 Records and Reports

The Contractor shall maintain records and reports necessary to substantiate that services have been accomplished, as specified, and support Government audits with adequate personnel and timely documentation retrieval.

The Contractor shall submit proposed changes to required records and reports for consideration and approval by the COTR. Upon completion of the Contract, all records shall be delivered in a CD format to the Government.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
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2. AMENDMENT/MODIFICATION NO. 62	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (If other than Item 6) Kelly L. Rubio PH: 281.244.7890 Fax: 281.483.9741 Email: kelly.l.rubio@nasa.gov	CODE BJ5
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L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
		10B. DATED (SEE ITEM 13) 12/21/07
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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: FAR 43.103 (a)(3)- Mutual Agreement of the Parties
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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:

- 1) Change the date of the deliverables in Section C 10.2.8 – "Vehicle Emissions Inspections" from October and November to February and March. Section C, page 34 is deleted in its entirety and replace with the attached replacement page 34.
- 2) Delete DRL and DRD AN-1-13 "Information Technology (IT) Security Plan" from Section J – Attachment C entitled Data Requirements Description (DRD). Due to this revision, the subsequent page numbers changed; therefore, Section J is provided in its entirety for purposes of conforming the contract with AN-1-13 marked as Reserved.
- 3) Administrative Cleanup performed to Section J, J-C page 1 to annotate "Reserved" for AN-1-11 and AN-1-12 as well as for page J-C page 9. These DRDs were previously deleted per modification 7.

This modification is at no additional cost to the Government.

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) Katrina A. Parrott, Proc. Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio Contracting Officer
15B. CONTRACTOR/DEFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 10/7/10
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10/8/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE		PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. 65		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) Shine Lin, Contract Specialist PH: 281.792.7845 Email: Kelly.R.Rubio@nasa.gov		5. PROJECT NO. (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
				10B. DATED (SEE ITEM 13) 12/21/07

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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(a) By completing Items 8 and 15, and returning one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)(3) and Mutual Agreement of the Parties
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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 the contract, Section J Attachment D Paragraph 4.0 and Section J Attachment D Paragraph 4.1 subparagraph 2 to exclude the costs associated with Speedy Pak from the cost performance criteria in the determination of Award Fee and Award Term.

Section J Attachment D Paragraph 4.0 and Section J Attachment D Paragraph 4.1 subparagraph 2 are updated to reflect this exclusion. See replacement pages attached.

This modification is at no additional cost to the Government.

(See attached)

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) Katrina Parrott		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 12/16/10	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 12/16/2010

4.0 EVALUATION CRITERIA AND WEIGHTING

Contractor performance evaluations will be based upon objective and subjective assessments of major elements of Contractor performance including cost. Objective performance metrics will be developed and used together with subjective award fee/award term evaluations to arrive at an overall recommended numerical and adjective rating for the period.

The criteria for evaluation of Contractor performance for determination of award fee/award term is listed below. The Government may unilaterally modify the award fee/award term performance evaluation factors and performance evaluation areas applicable to the evaluation period. The CO shall notify the Contractor in writing of any such changes prior to the start of the relevant evaluation period.

Evaluation Criteria	Award Fee	Award Term
	Weighting	Weighting
1) Technical Performance - Quality of Work (all subparts of the SOW) - Performance Metrics	35%	50%
2) Management Performance - Program Management (including ACA's) - Schedule Performance - Customer Work Control Management - Customer Satisfaction - Cost Performance* (Award Term Only)	30%	40%
3) Cost Performance*	25%	0%
4) <u>Safety & Health Performance</u>	10%	10%
Total	100%	100%

*Note: Contractor costs associated with store stock items and Speedy Pack shall be excluded from the cost performance criteria in the determination of award fee and award term.

4.1 Evaluation Criteria for Award Fee and Award Term Performance Evaluation Factors

- 1) Technical Performance (Factor Weight = 50%)** - Technical Performance evaluation factors will be used to measure the performance of the Contractor in meeting the requirements of the Statement of Work (SOW) in areas of quality of work and the performance metrics identified and described in DRD AN-1-5, Performance Metrics and Workload Data.

- 2) Management Performance (Factor Weight = 40%) -** Management Performance evaluation factors will be used to measure Contractor performance in the areas of project management, schedule performance, customer work control management, and customer satisfaction in meeting the requirements of the Statement of Work (SOW).

Effective Cost Performance is a key evaluation criteria component for the Contractor to earn additional Award Term years. Award Term requires a "cost gate" be met in order for the Contractor to an additional term. The cost gate is a target that the Contractor must meet before an additional term may be awarded. The cost gate is based on the cost baseline, as modified through contract changes, if any. The Contractor must meet or under-run cost for the evaluation periods before an award term year can be earned. The cost baseline will be established for annual periods. If an agreement between the Government and the Contractor on the cost baseline is not reached, the Government will unilaterally determine the cost baseline and apprise the Contractor.

All Contractor costs associated with the purchasing of Store Stock items, including furniture and Critical Spares, and Speedy Pack as required by the SOW, shall be excluded from the cost performance criteria in the determination of award term.

- 3) Safety & Health Performance (Factor Weight = 10%) -** The Safety and Health Performance factor will be used to measure the Contractor's effectiveness in meeting the safety and health requirements of the contract. See Appendix 5, Safety and Health Performance Evaluation Factors.

Notwithstanding any of the above, a major breach of safety or security, as defined by NFS Clause 1852.223-75 of this contract, may result in an award fee/award term score of zero for the affected evaluation period.

Appendix 1, Evaluation Definition, provides the performance level definition adjective ratings and corresponding numerical scores that will be used in performance evaluations. The numerical grade ranges corresponding to these adjective ratings and their conversion to total award fee earned are set forth in Appendix 2, Performance Score Conversion Chart. Appendix 3, Award Fee Distribution, provides the distribution of the available Award Fee for each evaluation period.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3	
2. AMENDMENT/MODIFICATION NO. 68		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO. N/A		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (if other than item 6) Shine Lin, Contract Specialist PH: 281.792.7845 Email: Shine.Lin@nasa.gov		CODE BJ		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
						10B. DATED (SEE ITEM 13) 12/21/07	

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if requested)

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)(3)
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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 the contract, Section J Attachment D Paragraph 4.0 and Section J Attachment D Paragraph 4.1 subparagraph 2 to exclude the costs associated with Speedy Pack and X-Ray Machine Service Agreements from the cost performance criteria in the determination of Award Fee and Award Term.

Section J Attachment D Paragraph 4.0 and Section J Attachment D Paragraph 4.1 subparagraph 2 are updated to reflect this exclusion. See replacement pages attached.

This modification is at no additional cost to the Government.

(See attached)

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) Katrina A. Parrott		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTING OFFICER Katrina A. Parrott (Signature of person authorized to sign)		15B. UNITED STATES OF AMERICA Kelly L. Ruskio (Signature of Contracting Officer)	
15C. DATE SIGNED 12/23/10		15C. DATE SIGNED 12/27/10	

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PREVIOUS EDITION UNUSABLE

30-105
COMPUTER GENERATED

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.24

4.0 EVALUATION CRITERIA AND WEIGHTING

Contractor performance evaluations will be based upon objective and subjective assessments of major elements of Contractor performance including cost. Objective performance metrics will be developed and used together with subjective award fee/award term evaluations to arrive at an overall recommended numerical and adjective rating for the period.

The criteria for evaluation of Contractor performance for determination of award fee/award term is listed below. The Government may unilaterally modify the award fee/award term performance evaluation factors and performance evaluation areas applicable to the evaluation period. The CO shall notify the Contractor in writing of any such changes prior to the start of the relevant evaluation period.

Evaluation Criteria	Award Fee Weighting	Award Term Weighting
1) Technical Performance - Quality of Work (all subparts of the SOW) - Performance Metrics	35%	50%
2) Management Performance - Program Management (including ACA's) - Schedule Performance - Customer Work Control Management - Customer Satisfaction - Cost Performance* (Award Term Only)	30%	40%
3) Cost Performance*	25%	0%
4) <u>Safety & Health Performance</u>	10%	10%
Total	100%	100%

*Note: Contractor costs associated with store stock items, Speedy Pack and Speedy Pack and X-Ray machine service agreements shall be excluded from the cost performance criteria in the determination of award fee and award term.

4.1 Evaluation Criteria for Award Fee and Award Term Performance Evaluation Factors

- 1) **Technical Performance (Factor Weight = 50%)** - Technical Performance evaluation factors will be used to measure the performance of the Contractor in meeting the requirements of the Statement of Work (SOW) in areas of quality of work and the performance metrics identified and described in DRD AN-1-5, Performance Metrics and Workload Data.

- 2) Management Performance (Factor Weight = 40%) -** Management Performance evaluation factors will be used to measure Contractor performance in the areas of project management, schedule performance, customer work control management, and customer satisfaction in meeting the requirements of the Statement of Work (SOW).

Effective Cost Performance is a key evaluation criteria component for the Contractor to earn additional Award Term years. Award Term requires a "cost gate" be met in order for the Contractor to an additional term. The cost gate is a target that the Contractor must meet before an additional term may be awarded. The cost gate is based on the cost baseline, as modified through contract changes, if any. The Contractor must meet or under-run cost for the evaluation periods before an award term year can be earned. The cost baseline will be established for annual periods. If an agreement between the Government and the Contractor on the cost baseline is not reached, the Government will unilaterally determine the cost baseline and apprise the Contractor.

All Contractor costs associated with the purchasing of Store Stock items, including furniture and Critical Spares, Speedy Pack and Speedy Pack and X-Ray machine service agreements as required by the SOW, shall be excluded from the cost performance criteria in the determination of award term.

- 3) Safety & Health Performance (Factor Weight = 10%) -** The Safety and Health Performance factor will be used to measure the Contractor's effectiveness in meeting the safety and health requirements of the contract. See Appendix 5, Safety and Health Performance Evaluation Factors.

Notwithstanding any of the above, a major breach of safety or security, as defined by NFS Clause 1852.223-75 of this contract, may result in an award fee/award term score of zero for the affected evaluation period.

Appendix 1, Evaluation Definition, provides the performance level definition adjective ratings and corresponding numerical scores that will be used in performance evaluations. The numerical grade ranges corresponding to these adjective ratings and their conversion to total award fee earned are set forth in Appendix 2, Performance Score Conversion Chart. Appendix 3, Award Fee Distribution, provides the distribution of the available Award Fee for each evaluation period.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 12	
2 AMENDMENT/MODIFICATION NO 000073		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO.	
6 ISSUED BY NASA/Johnson Space Center Attn: Nancy G. Hubbell/BJ5 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		7 ADMINISTERED BY (If other than item 6) NASA/Johnson Space Center Attn: Nancy G. Hubbell/BJ5 2101 NASA Parkway Houston TX 77058-3696	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Katrina Parrott 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		9A AMENDMENT OF SOLICITATION NO (X)		9B DATED (SEE ITEM 11)	
CODE 0FWDS		FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B DATED (SEE ITEM 13) 12/21/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3)
X	D. OTHER (Specify type of modification and authority) FAR 52.232-23 Assignment of Claims (Jan 1986)

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.)

The purpose of Modification 73 is to assign payments to Bank of the West as per the Notice of Assignment. Also Modification 73 adds Attachment N entitled "Notice of Assignment" to Section J.

Change pages provided.

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) Katrina Parrott, Proc Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon Forche	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Karon Forche (Signature of Contracting Officer)	
15C. DATE SIGNED 2/2/11		16C. DATE SIGNED 2/3/11	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	DESCRIPTION	PAGE NO.
A	Acronyms And Abbreviations	J-A-1
B	Definitions and Key Terms	J-B-1
C	Data Requirements List and Data Requirements Documents	J-C-1
D	Award Fee/Award Term Plan	J-D-1
E	U.S. Department of Labor Wage Determinations	J-E-1
F	Safety & Health Plan	J-F-1
G	IT-Security Plan	J-G-1
H	Logistics Technical Integration Plan	J-H-1
I	Quality Plan	J-I-1
J1	Installation-Accountable Government Property	J-J1-1
J2	Government-Furnished Property	J-J2-1
K	LOC Historical Workload Data	J-K-1
L	Government-Furnished Facilities	J-L-1
M	Personal Identify Verification (PIV) Card Issuance Procedures	J-M-1
N	Notice of Assignment	J-N-1-6

PURSUANT TO 5 USC 552

Section J – Attachment J Notice of Assignment pages 3-12

ARE EXEMPT FROM RELEASE IN THEIR ENTIRETY

PER FOIA EXEMPTION (b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 74		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Shine Lin, Contract Specialist PH: 281.792.7845 Email: Shine.Lin@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				(✓)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13) 12/21/07

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(✓)	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.
X	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:
	D. OTHER: Specify type of modification and authority)

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

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

As a result of the Award Term evaluation for the period of 3/1/09-8/31/10 with a rating of "Very Good" as well as meeting the cost-gate on the contract and in accordance with Clause H.7 entitled "Award Fee/Award Term" as well as the Section J-D "Award Fee/Award Term Plan," Plan A is hereby inaugurated on the contract with the exercise of Options 1 and 2 (Contract Years 4 and 5, respectively) as follows:

For Contract Year 4 and 5, the following clauses are hereby incorporated in full force and effect as well as all terms and conditions of the contract immediately prior to the exercise of this option and are implemented upon execution of this modification:

YEAR 4: 3/1/2011 – 2/29/2012

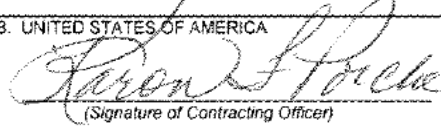
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by \$ (b) (4) to \$ (b) (4) and to increase maximum available fixed fee by \$ (b) (4) to \$ (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is \$30,389,383 (excluding phase in).

B.5, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$50,000 and the increase to the maximum value by \$2,000,000 for Contract Year 4

B.6, entitled "Pre-priced items" for Year 4 shall become effective.

(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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/22/11

YEAR 5: 3/1/2012 – 2/28/2013

B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4) (excluding phase in).

B.5, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$50,000 and the increase to the maximum value by \$2,000,000 for Contract Year 5.

B.6, entitled "Pre-priced Items" for Year 5 shall become effective.

F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

Clause B.5 is changed to read as follows:

B.5 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

The following values are applied throughout the base period of the contract and therefore represent the aggregate sum for the minimum and maximum values on a cumulative basis:

I. Contract Year 1:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$50,000. Cumulatively: \$50,000 through Contract Year 1.

(b) The maximum contract value that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$2,000,000. Cumulatively: \$2,000,000 through Contract Year 1.

(c) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to the estimated cost or fee.

II. Contract Year 2:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$50,000. Cumulatively: \$100,000 through Contract Year 2.

(b) The maximum contract value that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$2,000,000. Cumulatively: \$4,000,000 through Contract Year 2.

(c) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to the estimated cost or fee.

III. Contract Year 3:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$50,000. Cumulatively: \$150,000 through Contract Year 3.

(b) The maximum contract value that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$2,000,000. Cumulatively: \$6,000,000 through Contract Year 3.

(c) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to the estimated cost or fee.

IV. Contract Year 4:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$50,000. Cumulatively: \$200,000 through Contract Year 4.

(b) The maximum contract value that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$2,000,000. Cumulatively: \$8,000,000 through Contract Year 4.

(c) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to the estimated cost or fee.

V. Contract Year 5:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$50,000. Cumulatively: \$250,000 through Contract Year 5.

(b) The maximum contract value that will be ordered under this contract per contract year, and which will be initiated through the issuance of cost-reimbursable task orders under the SOW shall be:

Cost reimbursable Task Order: \$2,000,000. Cumulatively: \$10,000,000 through Contract Year 5.

(c) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to the estimated cost or fee.

Reference: Base Period: Contract Years 1, 2, and 3.

(End of clause)

Clause F.3 is changed to read as follows:

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2013.

B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

	Base Period				Award Terms							
Logistics Operations Contract	Phase-In Period	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms		Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee												
Fixed Fee												
Total	(b) (4)										\$79,563,176	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 12 PAGES	
2. AMENDMENT/MODIFICATION NO. 76		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Shine Lin, Contract Specialist PH: 281.792.7845 Email: Shine.Lin@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		CODE X		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C 10B. DATED (SEE ITEM 13) 12/21/07	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

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

(✓)	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.
X	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:
	D. OTHER: Specify type of modification and authority)

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

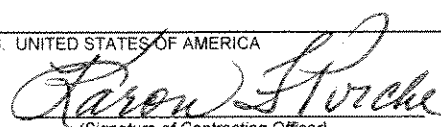
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the most recent Department of Labor Wage Determination into the contract. Section J Attachment E is replaced in its entirety by the following Wage Determination, WD 2005-2516 Revision 13. This covers non exempt L&M employees and L&M employees not covered by CBA-2006-623.

This modification is administrative in nature and is at no cost to the Government.

(See attached)

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/28/11

Logistics Support Services
US Department of Labor
Wage Determination

Attachment E

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley Ebbessen Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-623 Revision No.: 2 Date Of Last Revision: 12/2/2010	
State: Texas	
Area: Harris	

Employed on NASA Johnson Space Center contract for Logistics Support Services.

Collective Bargaining Agreement between contractor: L&M Logistics Team, and union: International Brotherhood of Teamsters Local 968, effective 3/1/2009 through 8/31/2018 and amended on 3/1/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

WD 05-2516 (Rev.-13) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of	Wage Determination No.: 2005-2516
Director	Wage Determinations	Revision No.: 13
		Date Of Revision: 06/15/2010

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76

05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57

12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43

15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning	21.04

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.95
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51

28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32

31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

2.2 Gas Cylinder Operations

The Contractor shall perform Gas Cylinder Operations to ensure that all gas cylinder locations are recorded and that all cylinders in the contractor's possession are maintained in a safe operating condition.

The Contractor shall maintain and utilize a computerized asset tracking program to track all NASA and vendor owned cylinders. The gases contained in the cylinders are store stock items managed in an NASA Agency Materials Management System. The Contractor shall update the asset tracking program and the Agency Materials Management System on the same work day that a change in status occurs to ensure information in the system is current.

The Contractor shall segregate cylinders requiring EHL testing and coordinate the testing and transportation on the same day the cylinders are segregated.

The Contractor shall provide and attach identifying labels to NASA owned cylinders, if not present, for identification and inventory tracking purposes.

The Contractor shall segregate unserviceable cylinders from serviceable cylinders to ensure only serviceable cylinders are issued. The Contractor shall notify the Facilities Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 20 cylinders.

2.2.1 Cylinder Demurrage

The Contractor shall return vendor owned cylinders when no longer required at JSC to reduce demurrage charges.

The Contractor shall track demurrage charges in accordance with DRD AN-2-2, Vendor Owned Cylinder Demurrage Charges.

2.2.2 Cylinder Triennial Inventory

The Contractor shall inventory all cylinders, including those issued out to customers, by physically scanning cylinders and comparing results to the computerized asset tracking system. The Contractor shall contact customers and research records to resolve discrepancies. The Contractor shall provide results to the COTR in accordance with DRD AN-2-3, Cylinder Triennial Inventory Report.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000083		3. EFFECTIVE DATE 04/26/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: Shine Lin/BJ5 2101 NASA Parkway Houston TX 77058-3696		6. CODE JSC		7. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Katrina Parrott 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		9. AMENDMENT OF SOLICITATION NO. (x)		10. DATED (SEE ITEM 11) 12/21/2007	
11. CODE OFWD5		12. FACILITY CODE		13. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				14. DATED (SEE ITEM 13) 12/21/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers. ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) Bilateral modification

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)

The purpose of this modification is to replace Section H.11 titled, No Cost Management System, in its entirety.

This modification is at no cost to the Government.

See page 2.

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) Katrina Parrott, Program Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karen Porcke	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott		16B. UNITED STATES OF AMERICA Karen Porcke	
15C. DATE SIGNED 4/26/11		16C. DATE SIGNED 4/26/11	

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STATEMENT OF WORK

SECTION H

H. 11 NO COST MANAGEMENT SYSTEM (b) (4)

(b) (4)

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 40	
2. AMENDMENT/MODIFICATION NO. 00090		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: Nancy G. Hubbell/BJ5 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Katrina Parrott 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Nancy G. Hubbell/BJ5 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Katrina Parrott 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0FWDS		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	

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 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.

☐ is extended. ☐ is not extended.

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of Modification 90 is to update Section C Statement of work "Table of Contents" and to add "11.11 Specialized Moving and Relocation and other Special Logistical Services" to the SOW.

This modification is administrative in nature and is at no cost to the Government.

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) Katrina A. Parrott, Proc. Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon Porche	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 7/26/11		16C. DATE SIGNED 07/26/2011	

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1.0 CONTRACT ADMINISTRATION

1.1 Scope

The Contractor shall provide all resources to perform Logistics Operation services as identified within this Statement of Work (SOW) for the Johnson Space Center (JSC), Ellington Field (EF), and the Sonny Carter Training Facility (SCTF) in Houston, Texas, to ensure accomplishment of all SOW requirements identified by this contract. Logistics Operations services consist of: supply management, office furnishings management, moving and hauling services, space utilization and moves coordination, property management, redistribution and utilization, packing and shipping services, inbound freight services, vehicle fleet management operations, and special support services.

1.2 Associated Contractors

JSC is a Government-owned, Government-operated installation. Government-Contractor and Contractor-Contractor partnering is essential to the success of JSC operations. Therefore, a Center Operations Directorate (COD) Associate Contractor Agreement (ACA) between internal support Contractors, such as; Facilities, Custodial, Grounds, and Environmental, as well as, external support Contractors, such as the Aircraft Operations Division's (AOD) Aircraft Maintenance & Modification Contract, are required to ensure the successful operation at JSC. Similarly, ACA's between other support Contractors may also be necessary for successful JSC operations.

1.3 Location of Services

The Contractor shall perform all logistics operation services at JSC. Within the context of this SOW, the term "JSC" shall be used interchangeably to refer to activities that occur at the JSC main campus, EF, and SCTF site locations. There will be those occasions when the Contractor shall perform services at other Contractor facilities and other facility locations within a 300-mile radius of the JSC main campus. One way distances from JSC are as follows: Ellington Field is approximately 8 miles and SCTF is approximately 3 miles.

1.4 Hours of Operation

Unless otherwise directed by the Contracting Officer's Technical Representative (COTR), or specified in this SOW, the Contractor's continuous core hours of operation for JSC, EF, and SCTF shall be 7:30 a.m. – 4:00 p.m., Monday through Friday excluding Federal holidays. From time to time, the Contractor shall be required to perform services specified in this SOW outside the identified core hours to support NASA missions or other unforeseen events.

1.5 Definitions and Acronyms

Acronyms used throughout this contract are identified in Section J, Attachment A. Definitions used throughout this contract are identified in Section J, Attachment B.

1.6 Records and Reports

The Contractor shall maintain records and reports necessary to substantiate that services have been accomplished, as specified, and support Government audits with adequate personnel and timely documentation retrieval.

The Contractor shall submit proposed changes to required records and reports for consideration and approval by the COTR. Upon completion of the Contract, all records shall be delivered in a CD format to the Government.

1.6.1 Reports

Report requirements are contained in individual Data Requirements Documents (DRD's) in Section J. Due dates are specified for each separate report. When the due date falls on a Saturday, Sunday, or holiday, the report is due by 9 a.m., Monday, or the day following the holiday. Reports shall be submitted electronically unless otherwise specified. The Contractor is required to obtain COTR concurrence for all report formats.

1.7 **Logistics Management**

The Contractor shall conduct Logistics Operation program management, administration, and risk management, necessary to fulfill the requirements of this contract. The Contractor shall provide for the planning, organization, control, and reporting of all activities required by this contract.

The Contractor shall perform in accordance with their Government-approved Logistics Technical Integration Plan which fully and optimally describes and integrates all Parts identified within the SOW. The Contractor shall address in the plan the Contractor's management of all logistics services and data requirement described in the SOW. The Contractor's plan shall address the Contractor's process for receiving, categorizing, prioritizing, scheduling, tracking, documenting, and performing all logistics operations, ensuring all work meets the objectives within the SOW. The Contractor's plan shall describe how the Contractor shall receive, document, and assign work requests from JSC customers, to ensure the Government can obtain accurate and up-to-date work status information when requested.

1.7.1 Logistics Operations Phase-In Plan

The Contractor shall perform phase-in in accordance with their Government-approved Logistics Phase-In Plan, DRD AN-1-2, which describes the Contractors management approach that fully and optimally transition the logistical functional operations, employee workforce, schedule of critical transition activities, and data requirements described in this contract from the incumbent Contractor.

1.7.2 Resource Management

The Contractor shall develop, implement, maintain, and update a Contract Financial System which discretely tracks resources by unique project source and contract Work Breakdown Structure (WBS) and elements of cost including labor, overhead, and other direct costs, (i.e., travel and subcontracts) and indirect costs. The Contractor's financial planning system shall support the Government's budget process (i.e., Program Operating Plan (POP) and budget calls), and to support special requests for budget impacts. The Contractor shall provide cost reporting in accordance with DRD AN-1-3, NASA Form (NF) 533 Cost and Data Reporting.

1.7.3 Logistics Technical Integration Plan

The Contractor shall develop, implement, and maintain a Government-approved Logistics Technical Integration Plan which fully and optimally describes and integrates all Parts identified within this SOW. The Contractor shall address in the plan the Contractor's management of all logistics services and data requirement described in the SOW. The plan shall be prepared in accordance with DRD AN-1-1, Logistics Technical Integration Plan.

1.8 Safety and Health

The Contractor shall develop, implement, and maintain a Government-approved Safety and Health Plan in accordance with JPR 1700.1, JSC Safety and Health Handbook. The initial plan shall be prepared in accordance with DRD SA-1-1, Safety and Health Plan. The Contractor shall develop, status, and maintain monthly Safety and Health Metrics in accordance with DRD SA-1-2, Monthly Safety and Health Metrics.

1.9 Quality Control

The Contractor shall develop and implement a Government-approved Quality Control (QC) Plan that is compliant with ANSI/ISO/ASQ Q9001 – 2000. The initial plan shall be prepared in accordance with DRD QA-1-1, Quality Control Plan.

1.10 Environmental Management

The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; CWI JE9W-06, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; JSC's Energy and Water Conservation 5-Year Plan; and CWI J69W-03, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD AN-1-4, Environmental and Energy Consuming Product Compliance Reports.

The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

1.11 Information Technology (IT)

The Contractor shall comply with all applicable NASA and JSC Information IT Policy Directives and the JPD, 2800.4, JSC IT Program Management, and JPG 2810.1C, Johnson Space Center Information Technology Security Handbook.

1.11.1 Government Provided Computer Workstations

The Government will provide the Contractor 64 computer workstations. Additional workstations shall be the responsibility of the Contractor.

1.11.2 FAX Machine Transmission Capability

The Government will supply institutional FAX machine line connectivity only.

1.11.3 Data Entry Quality Control

The Contractor shall develop a quality control plan that measures the accuracy of data input into the systems described in Sub-Parts 1.11.7 and 1.11.8.

1.11.4 Applications, Protocols, IT Systems

The Contractor shall use only JSC-standard applications, protocols, or IT systems for use in this contract, unless prior authorization is obtained from the COTR.

1.11.5 Contractor-Provided Systems

The Contractor shall use existing NASA systems in the performance of this contract.

1.11.6 IT Security

1.11.6.1 Contractor Responsibilities

- a. The Contractor shall insure that all IT systems used in the performance of this contract meet the requirements JSC 2810.1C, Johnson Space Center Information Technology Security Handbook, and the JPD, 2800.4, Johnson Space Center IT Program Management.
- b. The Contractor shall designate primary and alternate points of contact that shall be responsible for mitigating any IT system failures that may occur in the performance of this contract.

1.11.6.2 Contractor Computer Security Manager

The Contractor shall appoint a Computer Security Manager (CSM) in writing to the COTR. The Contractor CSM will attend and participate in IT security meetings for the purpose of ensuring Contractor compliance with the JSC IT Security Program.

1.11.6.3 Risk Assessment/Security Plans Support

The Contractor shall provide support to the COD CSM to review various security risk assessments security plans of new and major system configuration changes in accordance with the current version of the JPR 2810.1C, Johnson Space Center Information Technology Security Handbook and submit to the Center Operations Directorate Computer Security Official (CSO).

1.11.6.4 IT Training

The Contractor shall ensure that all contractor personnel at JSC with access to PC workstations have completed the annual IT Security Training in accordance with NPR 2810.1A, Section 4.3.1.1, Security of Information Technology. New employees who will

require access to JSC IT resources shall take the Basic IT security training within 15 days of obtaining JSC IT System access.

1.11.7 Mainframe Applications Systems

The NASA Equipment Management System (NEMS), NASA Supply Management System (NSMS), and NASA Property Disposal Management System (NPDMS) are mainframe computer systems currently located at the NASA Marshall Space Flight Center (MSFC) in Huntsville, Alabama. These systems are owned and maintained by the Government. The Contractor shall use these systems in performance of contract requirements. In the event these systems are replaced, the Contractor shall perform a seamless transition to the new system.

1.11.7.1 NEMS

NEMS is a comprehensive equipment system database used for the tracking and accountability of equipment functions including location changes, acquisitions, adds/deletes, inventory, archival, and history. NEMS transactions are tracked from receipt to turn-in for disposal.

1.11.7.2 NSMS

NSMS is a comprehensive automated management system which supports supply operational requirements for the cataloging, replenishment, item management, warehousing, and inventory reconciliation of supply items.

1.11.7.3 NPDMS

NPDMS is a comprehensive automated disposal management system which supports operational requirements for the utilization, transfer, donation, sale, abandonment or destruction of excess foreign and domestic NASA personal property which is no longer required by the using Center or Contractor.

1.11.8 Client/Server Applications

The systems described in this section are local systems which reside on a JSC server and are accessed from an employee's workstation. The Contractor shall use these systems in performance of contract requirements. These systems are owned and maintained by the Government.

1.11.8.1 Johnson Outbound Freight Log Systems (JOFLS)

JOFLS is a tracking and reporting database for outbound shipments.

1.11.8.2 Transportation Inbound Freight Log (TIFL)

TIFL is a tracking and reporting database for inbound shipments.

1.11.8.3 SAP Financial Accounting System Software

SAP financial accounting system software is utilized in both receiving and supply operations.

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1.12 Performance Metrics and Workload Data

The Contractor shall develop, status, and maintain Government-approved Contract Performance Metrics and Workload Data in accordance with DRD AN-1-5, Performance Metrics and Workload Data. The Contractor shall ensure performance metrics effectively indicate the level of success. The Contractor shall ensure workload data accurately records the work performed.

1.13 Emergency Preparedness

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be called upon to assist the Government, with the general scope of work, but in currently unidentified way, in preparation for emergencies or in the event of an emergency. Obligations under this requirement shall only arise when one or more of the criterion at FAR 18.001, enabling the Agency to utilize "Emergency Acquisition Flexibilities," is met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

The Contractor shall develop and implement an Emergency Preparedness Plan in accordance with DRD AN-1-6, Emergency Preparedness Plan, to ensure compliance with JSC's Emergency Preparedness Plan.

1.14 Facilities Management

Government-furnished facilities are identified in Section J, Attachment L. The Contractor shall designate an Alternate Facility Manager (FM) for each facility which they occupy to ensure FM duties are performed in accordance with JSC Common Work Instruction (CWI) JC9W-06, Facility Manager Program. The Contractor shall coordinate their applicable Contractor operations with the NASA FM for Government and Contractor occupied facilities. The Contractor shall conduct quarterly safety inspections of all facilities occupied by the Logistics Contractor.

The Contractor shall maintain physical security of all assigned facilities and establish a key control program that provides a complete audit trail of all keys issued to Contractor personnel to ensure security of Government property.

The Contractor shall keep the work, office, and warehouse areas, including storage areas, free from accumulations of waste materials, and debris shall be packaged up and disposed of properly. The Contractor shall ensure all warehouse materials are organized, neatly stacked, and secured. If the COTR deems that the area is unsafe, the COTR may instruct the Contractor to immediately stop work and return the area to a safe working environment.

1.15 Government Property

The Contractor shall describe their approach to receiving, handling, stocking, maintaining, protecting, and issuing Government property in accordance with DRD AN-1-9, Government Property Management Plan. Government-furnished property is identified in Section J, Attachment J1, Installation-Accountable Government Property and Attachment J2, Government-Furnished Property.

1.16 Vehicle Management and Regulations

The Contractor shall furnish and maintain all vehicles necessary to perform work required under this contract, with the exception of Part 10, Vehicle Fleet Management Operations. The vehicles required for the performance of work in Part 10 will be provided by the Government.

The Contractor shall ensure that employee's private vehicles not be used in the performance of the requirements of the SOW. The Contractor shall ensure that vehicles used to convey Contractor personnel, materials, and equipment used in the performance of this contract shall be properly licensed, street legal, and

acceptable for use on all public highways. The Contractor shall ensure that all Contractor vehicles used in the performance of the SOW comply with JSC 27996, Vehicle Code.

The Contractor shall ensure all Government-provided vehicles comply with all applicable requirements in accordance with Executive Order (EO) 13149 and the Energy Policy Act of 1992 (EPAAct).

The Contractor shall ensure drivers have the proper valid Texas State commercial driver's licenses (CDL) as required, with all applicable endorsements, at employee start of work.

1.17 Uniforms

The Contractor shall furnish and maintain all uniforms necessary to perform work required under this contract. The Contractor shall ensure that all Contractor personnel who come into regular contact with internal customers beyond the immediate Building 300 and 400 areas wear a uniform. Management personnel and others may be exempt from this requirement as agreed to by the COTR. Uniform clothing shall be of a neutral color, clean, suitable for the prevailing weather conditions, and display the name of the Contractor on the left front, and employee name on the right front of the shirt.

1.18 Personnel Training and Certification Requirements

The Contractor shall establish and maintain training and certification plans designed to meet the requirements of this SOW to ensure the Contractor work force is trained and certified in the required field of specialization. The Contractor shall establish and maintain training records for all personnel including training manuals and documentation of certification and periodic recertification of personnel, and they are available at all times for COTR review. Typical types of training include:

1. Commercially available and required at employee start of work:
 - a. The Contractor shall ensure all warehouse personnel, those handling gas cylinders, receiving personnel, and packers are trained as a "Hazmat Employee" in accordance with Code of Federal Regulations (CFR) Title 49, Section 172.704, 49 CFR Part 105-180 (Ground Transportation), 49 CFR Part 175 (Air Transportation), and 49 CFR Part 172, Sub-Part I: 172:800 (Security Training).
 - b. The Contractor shall ensure all personnel who input data into the General Services Administration (GSA) Federal Automotive Statistical Tool (FAST) database have completed FED Fleet training.
 - c. The Contractor shall ensure all bondroom, receiving, and packing and shipping personnel are trained in Electrostatic Discharge Control (ESD).
 - d. The Contractor shall ensure all forklift operators are certified per NASA JSC Operator Certification Program requirements (NASA-STD-8719.9 and JPD 8719.1).
2. Government provided and may be taken when available:
 - a. The Contractor shall ensure all bondroom personnel are issued an individually identifying Designated Verification (DV) and an individually identifying bondroom storekeeper stamp.
 - b. The Contractor shall ensure receiving personnel operating the x-ray screening machine are trained with the Government-provided software prior to use of the equipment. The Contractor shall ensure refresher training is taken semi-annually, and passing scores must be achieved on computer-based training for x-rays screening equipment.

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All personnel identified to act as receiving agents for the Government have been approved and authorized by the Supply and Equipment Management Officer (SEMO). The Contractor shall certify and acknowledge in writing those personnel identified have been trained, tested, and found proficient in in-checking, inspecting, and the initiation and completion of proper documentation necessary in the receipt of JSC freight shipments, and include signatures of those identified personnel prior to allowing them to sign for freight. The Contractor shall provide updates to the SEMO reflecting all newly authorized receiving agents, as well as, providing a copy of those personnel previously identified as authorized receiving agents. Notify the COTR in writing when changes occur.

1.18.1 Environmental Training

The Contractor shall identify the environmental training required for each employee by utilizing the Environmental Training Matrix (see JPR 8550.1). The Contractor shall ensure that all on-site employees complete identified environmental training. Training is provided by the JSC Environmental Office. Training will range from a minimum of 1 hour per year for office workers to a maximum of 6 hours per year for employees performing or supervising multiple potential pollutant generating activities. This does not include specialized environmental certifications required by federal or state regulations.

1.18.2 Special Support Services

The Contractor shall ensure all aircraft loadmaster personnel meet the following training, certifications, and credential requirements for Part 11 Special Support Services, Sub-Part 9, Aircraft Loadmaster Services, of the SOW:

- a. Flight status readiness to support all aircraft loadmaster missions.
- b. Commercial or U.S. military aircraft loadmaster training.
- c. Trained as a "Hazmat Employee" in accordance with 49 CFR, Section 172.704, 49 CFR Part 105-180 (Ground Transportation), 49 CFR Part 175 (Air Transportation), and 49 CFR Part 172, Sub-Part I: 172:800 (Security Training).
- d. Certified in accordance with NASA JSC Operator Certification Program requirements (NASA-STD-8719.9 and JPD 8719.1) for the operation of forklifts, scissor lifts, tugs, and the overhead hoist/cranes located in Building 924 at EF.
- e. Possess a current U.S. Passport to support mission requirements which involve foreign travel.

The Contractor shall ensure all aircraft loadmaster personnel meet the following Government-provided training and certifications requirements for Part 11 Special Support Services, Sub-Part 9, Aircraft Loadmaster Services, of the SOW:

- a. Annual U.S. Air Force Class III Examination-Flight Physical. This physical examination is performed at the JSC Clinic.
- b. Annual Super Guppy Egress Training.
- c. Aircrew Loadmaster Training on the Super Guppy aircraft and all support equipment.

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- d. Category "I" Requirements for Physiological Training in accordance with JSC Policy Directive JPD 1830.2K, Physiological Training Program. This physical examination is performed at the JSC Clinic.

2.0 SUPPLY MANAGEMENT

The Contractor shall manage supply, gas cylinder, and temporary storage operations to ensure availability of items and maintain effective and efficient inventory levels. The Contractor shall perform supply management in accordance with NPR 4100.1, NASA Materials Inventory Management Manual.

2.1 Supply Operations

The Contractor shall use NSMS to manage store stock, program stock, and critical spares to ensure stock is available when required. See NSMS User and Operations Guide. The inventory classifications in NSMS are:

- a. Stores Stock - Assets that are repetitively procured, stored, and issued on the basis of recurring demand. Stock levels on store stock items are determined by monthly demand and calculated by NSMS. Gases are classified as a store stock item and tracked in NSMS. The cylinders containing the gases are tracked within the Gas Cylinder Tracking System (GCTS) as described in Part 2.2, Gas Cylinder Operations.
- b. Program Stock - Assets that are under a Quality Control System, are owned by the using organizations, and are not subject to replenishment. Program stock is also known as "flight hardware."
- c. Critical Spares - Assets held for emergencies for which there is no recurring demand. They shall be immediately available to prevent delay which might result in loss, damage, destruction of property, or danger to life due to an interruption of operations. Mission Critical Spares support buildings and/or systems that are required to be functional during flight missions and they shall be available at the required level at all times.

2.1.1 Shelf Life Program

The Contractor shall manage shelf life items to ensure no out of date store stock. The Contractor shall ensure no out of date critical spares and program stock are held in inventory without owner knowledge. The majority of shelf life items are program stock. The Contractor shall request the Safety and Mission Assurance Directorate (S&MA) to prepare a Discrepancy Report (DR) if a program stock owner fails to take appropriate action prior to the expiration date to ensure expired items are not issued for flight without S&MA approval.

2.1.2 Cataloging Function

The Contractor shall perform cataloging functions to ensure the identification and standardization of stock. The Contractor shall maintain and utilize existing supply publications and research library to ensure research data is current. The Contractor shall maintain registration with the Defense Logistics Supply Center (DLSC) for stock items. The Contractor shall assign and track a unique local stock number for Program Stock items that have no National Stock Number (NSN).

The Contractor shall complete requests to add items to stock within 3 work days to ensure the catalog is current.

The Contractor shall review JSC purchases in SAP over \$25,000 within 3 work days to determine if items are available from other NASA Centers or Government agencies prior to purchase. The Contractor shall notify the customer if a like item is located.

2.1.3 Acquisition and Inventory Management of Stores Stock and Critical Spares

The Contractor shall perform cost effective acquisition and inventory management operations to ensure availability of stock, to include furniture, and critical spares. The Contractor shall ensure that all gas purchases are compliant with Space Medicine Division requirements.

2.1.3.1 Purchases

The Contractor shall generate purchases when items are in a reorder status within 2 work days of notification.

2.1.3.2 NSMS Complete Excess Report

The Contractor shall use the NSMS "Complete Excess Report" annually for the purpose of excessing items that have low usage. The Contractor shall initiate disposal action and discontinue asset records prior to NSMS year-end closing.

2.1.3.3 Excess Disposal Transactions

The Contractor shall create excess disposal transactions in NSMS for stores stock and critical spare items within 2 work days of discovery of need to ensure stock is current and serviceable. Examples of need are: critical spares over the level, damaged material, or material no longer meets the criteria for stockage.

2.1.4 Storage and Issue of Stores Stock and Critical Spares

The Contractor shall perform storage and issue operations for the purpose of warehousing supply items safely and securely, to ensure they can be identified and are accessible. The Contractor shall utilize the NSMS document tracking process to identify and resolve any delinquent documents.

2.1.4.1 Receipts

The Contractor shall process receipts into NSMS and warehouse items within 2 work days.

The Contractor shall process gas receipts in NSMS under the specific code for the purpose of electronically segregating gasses. The Contractor shall use JSC designated codes which are: GL for gasses at the Environmental Health Laboratory (EHL) for testing, GP for gasses pending going to the EHL for testing, GR for gases failing lab testing (rejects), and JB for gases delivered to stock, direct delivery to customer, or those returned from the EHL lab ready to be warehoused.

2.1.4.2 Routine Issues

The Contractor shall verify signatures and input requests for stock into NSMS within 1 work day and deliver stock to the destination within 2 work days after input.

2.1.4.3 Work Stoppage Issues

The Contractor shall receive and process work stoppage supply requests at the customer service counter in the warehouse to prevent delay of work. The Contractor shall verify signatures, input requests in NSMS, and give stock to customer within 15 minutes for customer hand carry or deliver to destination within 4 hours if delivery is requested.

2.1.5 Storage and Issue of Program Stock

The Contractor shall perform a storage and issue operation for the purpose of warehousing program stock items safely and securely in accordance with JSCM 26549, Manual for the Control of Program Stock, to ensure the integrity of flight hardware. The Contractor shall clearly mark and segregate hardware identified as discrepant by S&MA from non-discrepant hardware. The Contractor shall only release discrepant hardware with S&MA approval.

The Contractor shall ensure a cross reference is maintained between the source document, NSMS and the JSC Form 911, Parts Identification Tag, with the NSMS transaction number to maintain the integrity of program stock.

The Contractor shall verify signatures against a COTR provided list of authorized personnel to ensure ownership authority.

2.1.5.1 Program Stock Receipts

The Contractor shall inform the COTR if equipment meets tagging criteria per NPR 4200.1, NASA Equipment Management Manual, for tagging action on same day as received. The Contractor shall open all manufacturers' packages and count all pieces except under the following circumstances:

- a. When directed by the hardware owner or the COTR
- b. When in a sealed "clean room" container or bag
- c. When flight wire, accept manufacturers count
- d. If rivets, they may be weighed on a calibrated scale

The Contractor shall receive the hardware and update NSMS within 5 work days.

2.1.5.2 Program Stock Issues

The Contractor shall issue the hardware and update NSMS on the same day for requests received by 12:00 p.m. and the next work day for requests received after 12:00 p.m.

2.1.6 Inventory Reconciliation

The Contractor shall ensure the NSMS balance and the warehouse count match and take necessary action within 3 work days when a discrepancy is identified to ensure items are available when required.

2.1.7 Physical Inventory of Assets

The Contractor shall perform physical inventories to maintain accuracy of stock records in accordance with the NPR 4100, NASA Inventory Management Manual, Chapter 5. The Contractor shall ensure customer support is not impacted during the inventory process.

2.1.7.1 Sample Physical Inventory Schedule

The Contractor shall develop and implement a Government-approved Sample Physical Inventory Schedule in accordance with DRD AN-2-1, Sample Physical Inventory Schedule.

2.1.7.2 Sample Inventories

The Contractor shall perform sample inventories annually according to the Government-approved schedule and administer them through NSMS to ensure the accuracy of the records.

If the sample inventory fails, the Contractor shall complete a wall-to-wall inventory of the lot from which the sample was derived to ensure the integrity of the inventory and to help identify possible systemic problems. The Contractor shall complete the inventory and document reconciliation within 90 calendar days from the date the sample failed and in the same Government fiscal year as the failed sample.

2.1.7.3 Wall-to-Wall (Lot) Inventories

The Contractor shall perform a wall-to-wall inventory of all stores stock, program stock, and critical spare assets every 5 years to ensure the integrity of the inventory. The Contractor shall complete all actions by August 15 of the inventory year to ensure records are reconciled at the end of the Government fiscal year.

2.2 **Gas Cylinder Operations**

The Contractor shall perform Gas Cylinder Operations to ensure that all gas cylinder locations are recorded and that all cylinders in the contractor's possession are maintained in a safe operating condition.

The Contractor shall maintain and utilize a computerized asset tracking program to track all NASA and vendor owned cylinders. The gases contained in the cylinders are store stock items managed in an NASA Agency Materials Management System. The Contractor shall update the asset tracking program and the Agency Materials Management System on the same work day that a change in status occurs to ensure information in the system is current.

The Contractor shall segregate cylinders requiring EHL testing and coordinate the testing and transportation on the same day the cylinders are segregated.

The Contractor shall provide and attach identifying labels to NASA owned cylinders, if not present, for identification and inventory tracking purposes.

The Contractor shall segregate unserviceable cylinders from serviceable cylinders to ensure only serviceable cylinders are issued. The Contractor shall notify the Facilities Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 20 cylinders.

2.2.1 Cylinder Demurrage

The Contractor shall return vendor owned cylinders when no longer required at JSC to reduce demurrage charges.

The Contractor shall track demurrage charges in accordance with DRD AN-2-2, Vendor Owned Cylinder Demurrage Charges.

2.2.2 Cylinder Triennial Inventory

The Contractor shall inventory all cylinders, including those issued out to customers, by physically scanning cylinders and comparing results to the computerized asset tracking system. The Contractor shall contact customers and research records to resolve discrepancies. The Contractor shall provide results to the COTR in accordance with DRD AN-2-3, Cylinder Triennial Inventory Report.

2.2 Gas Cylinder Operations

The Contractor shall perform Gas Cylinder Operations to ensure that all gas cylinder locations are recorded and that all cylinders in the contractor's possession are maintained in a safe operating condition.

The Contractor shall maintain and utilize the existing GCTS to track the all NASA and vendor owned cylinders. The gases contained in the cylinders are store stock items managed in NSMS. The Contractor shall update the GCTS on the same work day that a change in status occurs to ensure the system is current.

The Contractor shall segregate cylinders requiring EHL testing and coordinate the testing and transportation on the same day the cylinders are segregated.

The Contractor shall provide and attach Radio Frequency Identification (RFID) tags to NASA owned cylinders, if not present, for identification purposes.

The Contractor shall segregate unserviceable cylinders from serviceable cylinders to ensure only serviceable cylinders are issued. The Contractor shall notify the Facilities Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 20 cylinders.

2.2.1 Cylinder Demurrage

The Contractor shall return vendor owned cylinders when no longer required at JSC to reduce demurrage charges.

The Contractor shall track demurrage charges in accordance with DRD AN-2-2, Vendor Owned Cylinder Demurrage Charges.

2.2.2 Cylinder Triennial Inventory

The Contractor shall inventory all cylinders, including those issued out to customers, by physically scanning cylinders and comparing results to the GCTS. The Contractor shall contact customers and research records to resolve discrepancies. The Contractor shall provide results to the COTR in accordance with DRD AN-2-3, Cylinder Triennial Inventory Report.

2.3 Temporary Storage

The Contractor shall manage temporary storage for the purpose of safely and securely storing material on a temporary basis. The Contractor shall organize and track items in Temporary Storage by case files.

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The Contractor shall evaluate available storage space, provide transportation to and from customer location, and pack and store items appropriately.

The Contractor shall complete add or removal actions, and update the database within 3 work days.

The Contractor shall complete a physical inventory annually of each case file ensuring items are accounted for and in the proper location. The Contractor shall complete the inventory and forward the Case File Folder to the COTR 30 days prior to the anniversary date the case file was established. The Contractor shall complete the inventory of the Case Files containing Hurricane Supplies and forward to the COTR no later than April 15th of each year regardless of the anniversary date.

3.0 OFFICE FURNISHINGS

The Contractor shall procure furniture under Part 2, Paragraph 2.1.3 as a part of store stock acquisition. The Contractor shall receive, issue, connect, disconnect, repair and inventory office furnishings; and manage carpet operations, as scheduled to ensure employees have a safe and functional workspace. Furniture activity in direct support of moves will be performed within Part 11, Special Support Services, Sub-Part 1, Perform Moves.

Office furnishings consist of all types of contemporary, executive, modular and systems furniture. Examples are: acoustical panels, bookcases, carpet, chairs, desks, file cabinets, lockers, racks, shelving, supply cabinets, tables, task lights and window coverings. The majority of furniture at JSC is modular which requires assembly, connect, and disconnect activity.

3.1 Furniture Operations

3.1.1 Receive New Furniture

The Contractor shall receive new furniture and warehouse within 5 work days to ensure furniture is available for issue and is stored safely. The Contractor shall update the furniture database on the same day the items are warehoused.

3.1.2 Receive Furniture Returned from Field

The Contractor shall receive furniture returned from the field and segregate as useable, needing repair, or excess, and take appropriate action within 2 work days. The Contractor shall ensure furniture is stored safely and is available for issue. The Contractor shall update the furniture database on the same day the items are warehoused. Returned furniture from the field is identified as follows:

- a. Usable: The Contractor shall warehouse usable furniture.
- b. Needing Repair: The Contractor shall repair to usable condition and warehouse.
- c. Excess: The Contractor shall prepare and submit appropriate documentation per NPR 4300.1, NASA Personal Property Disposal Procedures and Guidelines, for COTR approval.

3.1.3 Issue Furniture

The Contractor shall assemble, clean, and polish furniture to ensure it is serviceable and available for delivery prior to the scheduled delivery date. The Contractor shall update the inventory database on the same day the furniture is pulled. The Contractor shall provide a key with any furniture item that has a lock and ensure a duplicate key is available in case of loss. A Government-provided key machine is available for making duplicate keys if required. All office furnishing issue requests are generated by the COTR.

3.1.4 Connect/Disconnect Furniture

The Contractor shall connect/disconnect furniture at the customer's location on the scheduled date to meet customer requirements.

3.1.5 Repair Furniture

The Contractor shall process repair requests within 2 work days of receipt of request. Examples of repair processing are providing parts and supplies, repair furniture at customer location, or restoring it to a serviceable condition. Safety issues shall be completed or mitigated within 2 hours of request. If

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repair costs exceed 66 percent of the replacement cost of the item or cannot be performed on site, the Contractor shall notify the COTR before repairing. Examples of furniture repair are, adjusting drawers, adjusting desk or file cabinet doors, applying scratch cover and wood fillers, re-gluing laminate surfaces, replacing casters, locks, keys, pneumatic cylinders, screws, and under seat mechanisms, and tightening and replacing nuts, bolts, springs and connections.

3.1.5.1 Clean Upholstered Furniture

The Contractor shall clean upholstered furniture with COTR approval using the Government provided clean booth and steam machine to ensure clean appearance and extend furniture life.

3.1.6 Furniture Inventory

The Contractor shall inventory and reconcile the furniture database to physical warehouse count when requested by the COTR to ensure adequate inventory to meet customer requirements.

3.2 **Carpet Operations**

The Contractor shall receive carpet and update the existing carpet inventory database within 2 work days to ensure availability. The Contractor shall pull and stage carpet for delivery prior to the required delivery date. All carpet requests are approved by the COTR. Installation, removal and repair are performed by the COD Facilities Contract.

3.2.1 Carpet Inventory

The Contractor shall inventory and reconcile the inventory database to physical warehouse count quarterly to ensure adequate carpet inventory.

3.3 **Non-Core Hour Furniture Operation Services**

The Contractor shall complete COTR approved non-core furniture operation services on the scheduled date to ensure furniture requirements are met.

4.0 MOVING AND HAULING SERVICES

The Contractor shall provide routine, non-core, priority, and quick dispatch moving and hauling services to ensure items are delivered to the correct location on the scheduled date.

4.1 Routine Moving and Hauling Services

Routine moving and hauling requests have an identified need date of 2 work days or greater and can be for bulk and non-bulk items.

The Contractor shall complete routine moving and hauling requests on the date identified by the customer or within 5 work days if no date is identified, to ensure items are transported safely and timely from one location to another.

4.2 Non-Core Hour Moving and Hauling Services

The Contractor shall complete COTR approved non-core moving and hauling requests on the scheduled date to ensure items are transported safely and timely from one location to another.

4.3 Priority Moving and Hauling Services

The Contractor shall complete priority moving and hauling requests for pick up and delivery of items within 24 hours to ensure items are transported safely and timely from one location to another. The majority of priority moving and hauling services are for non-bulk items.

4.4 Quick Dispatch Services

The Contractor shall complete quick dispatch requests for pick up and delivery of items within 2 hours to ensure items are transported safely and timely from one location to another. Quick dispatch services are for non-bulk items.

5.0 SPACE UTILIZATION AND MOVE COORDINATION

The Contractor shall coordinate with the Planning and Integration Office (PIO) for facility space utilization and moves to ensure effective planning, development and integration and accomplishment of Planning and Integration Office projects.

5.1 Space Utilization Coordination

The Contractor shall coordinate with the PIO in the management of on-site facility space to ensure maximum utilization.

The Contractor shall develop a Space Utilization Plan for each project assigned by the COTR to facilitate development of a preliminary Government generated cost estimate. The plan shall include:

1. Possible scenarios of space allocations for the project, including impacts of each
2. Existing configuration and design layouts for all proposed scenarios that identify potential wall modifications, occupancy, furniture configurations, and organizational re-alignments
3. A sequencing plan of all events associated with the project

The Contractor shall perform field inspections of JSC facilities to verify personnel count and usage of space. A room utilization report, space classifications, Facility Housing Plans (FHP) and a Field Check Schedule shall be provided by the Government to perform the inspections. Room usage and vacancies shall be identified on the appropriate FHP and people counts shall be updated on the room utilization report. Results shall be provided to the Government within 10 work days of inspection.

The Contractor shall create customer queries, generate reports and update the JSC Space Management System (currently Facility Center).

5.2 Move Coordination

The Contractor shall coordinate the planning, execution, and completion of all aspects of moves to ensure they are effectively and efficiently completed per the established move schedule with minimal impact to the customer. Moves may require coordination with the customer and organizations responsible for carpet installation and removal, construction, custodial, furniture, IT services, moving and hauling, scheduling, space utilization, and updating of the FHP's.

5.2.1 Retention of Critical Skills

Loadmaster Services CY 1 & 2

During off-peak times during CY 1 & 2, retention of critical skills for the Loadmasters will include Executive Level Managerial Support, including but not limited to, the following:

Coordinating the planning, execution, and completion of all aspects of moves to ensure they are effectively completed per the established move schedule with minimal impact to the customer.

6.0 PROPERTY MANAGEMENT

The Contractor shall perform NEMS accountability, archival documentation, inventory management, process property losses, perform tagging and detagging of property, and provide a customer service desk for the purpose of ensuring effective property management.

6.1 NEMS Accountability

The Contractor shall utilize the NEMS database for the purpose of accounting for and tracking property management from receipt to turn-in for disposal, in accordance with the NPR 4200.1, NASA Equipment Manual.

6.1.1 NEMS Database Reports

The Contractor shall generate and distribute all requested and system-generated NEMS reports used for inventories, balancing, and informational purposes. The Contractor shall distribute all reports on a daily basis.

6.1.2 Processing NEMS Documentation

The Contractor shall receive documentation and update the NEMS database for the purpose of capturing all property management activity to ensure accurate property records. The Contractor shall input new records and update record changes within 3 work days. The Contractor shall provide copies of all transactions processed on capital items (Property valued at \$100,000 and above) to Financial Management Division (FMD) no later than the next work day.

The Contractor shall suspense all Capital property received during the month and not finalized into the NEMS database and provide a copy of the documentation to FMD at the end of each month.

6.2 Archival Documentation

The Contractor shall provide an electronic document archival system to capture daily and Government fiscal year end supporting documentation for the purpose of record retrieval, audit, and record retention. The Contractor shall ensure the archived documents are legible and available for real-time access. The Contractor shall ensure that any missing documents to be archived are located prior to archiving. The Contractor shall archive daily documents within 3 work days after NEMS is updated and archive all end of year documents within 45 work days at Government fiscal year end.

6.3 Inventory Management

The Contractor shall use NEMS to conduct an annual wall-to-wall inventory to ensure tagged property has been physically located and scanned to determine the completeness and accuracy of NEMS, per the NPR 4200.1, NASA Equipment Manual, paragraph 5.1.3.1. The Contractor shall investigate and reconcile all discrepancies to include identifying property with no Government-owned markings. The Contractor shall ensure property located remotely is verified through written confirmation. The Contractor shall include validation for user listings as part of the inventory per NPR 4200.1, NASA Equipment Manual. The Contractor shall establish an inventory folder on each property account and submit final inventory results. The Government will provide bar code scanners, NASA Equipment Control Number (ECN) tags, decals, and inventory stickers required for control of property. Inventories are conducted in accordance with an approved annual inventory schedule and with DRD AN-6-1, Annual Inventory Schedule.

6.4 Property Losses

6.4.1 Perform Investigation

The Contractor shall conduct an investigation of all property not located during an inventory or reported as missing prior to placing on survey, in accordance with NPR 4200.1, NASA Equipment Manual, for the purpose of locating the property and minimizing JSC losses. The Contractor shall accurately document the results of this investigation within 10 work days of the identified property loss.

6.4.2 Process Report of Survey

The Contractor shall process a NASA Form 598, Report of Survey, for all property not located during the initial investigation identified above. All Survey Reports will be reviewed by the assigned Government Property Administrator, JSC Security, and the Property Survey Board. The Contractor shall update NEMS within 3 workdays after investigation by JSC Security.

6.4.3 Located Property

The Contractor shall physically scan the NASA NEMS tag on all located property that was identified as missing during an inventory or previously reported on a survey and update the NEMS database within 3 work days.

6.5 Tagging and Detagging of Property

6.5.1 Tagging Property

The Contractor shall locate and physically tag property not previously processed for the purpose of establishing and maintaining property identification records in NEMS. The Contractor shall acquire COTR approval prior to items being virtual tagged. The Contractor shall complete the tagging process within 3 work days of receipt documentation.

6.5.2 Detagging Property

The Contractor shall locate and detag property no longer meeting the tagging criteria per NPR 4200.1, NASA Equipment Manual. The Contractor shall apply a NF 1517, Property NASA U.S. Government, decal and update NEMS to ensure accurate records. The Contractor shall complete the detagging process within 3 work days of receipt documentation.

6.6 Customer Service Desk

The Contractor shall operate a Customer Service Desk for the processing of shipping documents and employee clearances for the purpose of tracking movement and personnel accountability of property.

6.6.1 Processing Shipping Documents

The Contractor shall process shipping documents within one hour of receipt. Documents received at close of business will be processed next work day. The Contractor shall be responsible for obtaining all original shipping documents within 10 work days of the ship date.

6.6.2 Employee Clearances

The Contractor shall process all employee clearances same day.

7.0 REDISTRIBUTION AND UTILIZATION (R&U)

The Contractor shall process disposal documentation, archival documentation, warehouse receipts, artifacts, the wiping of computers, requests for excess Government/Federal property, GSA sales, screener access, scrap metal disposition, donations, and perform physical inventory to ensure proper disposition of Government property. The Contractor shall utilize NPDMS for the purpose of accounting for and tracking all disposal activities from initial receipt to final disposition in accordance with NPR 4300.1, NASA Personal Property Disposal Procedures and Guidelines.

The Contractor shall ensure all identifying markings are removed from Government property prior to final disposition.

7.1 Disposal Documentation

The Contractor shall receive requests to pick up excess property for the purpose of disposing and reutilization. The Contractor shall resolve discrepancies on all requests. The Contractor shall process and pick up excess property within 5 work days of request.

7.2 Archival Documentation

The Contractor shall provide an electronic archival documentation system to capture daily and end of year supporting documentation. The Contractor shall ensure the archival system is legible and available for real time access. The Contractor shall ensure that any missing documents to be archived are located prior to archiving. The Contractor shall archive daily documents within 3 work days after NPDMS is updated and all end of year documents within 45 days at fiscal year end.

7.3 Warehouse Receipts

The Contractor shall receive excess property, perform physical inspection, resolve all discrepancies, and update NPDMS within 5 work days to ensure the accountability of excess property.

The Contractor shall place small like items into a consolidated container until it is full, voucher the supporting documentation, and process for sale.

7.3.1 Receipt of Hazardous Materials

The Contractor shall place all hazardous material in a designated storage area on the same work day received to ensure safe handling and storage.

7.3.2 Receipt of Pilferable Items

The Contractor shall store and secure pilferable items on the same work day received to prevent warehouse losses.

7.4 Process Artifacts

The Contractor shall secure, voucher, and annotate a freeze in the NPDMS database for artifacts on the same day of receipt to ensure items are not automatically released for disposition. The Contractor shall process artifacts and historically significant items in compliance with NPR 4310.1, Identification and Disposition of NASA Artifacts.

7.5 Wiping of Computers

The Contractor shall wipe the computer disk drives to remove NASA data within 10 work days of receipt to ensure the security and protection of data. The Contractor shall use the Information Resources Directorate (IRD) approved COD computer wiping procedure.

7.6 Process Requests for Excess Government/Federal Property

The Contractor shall process requests to locate excess Government/federal property to determine if items are available through redistribution methods to reduce procurements. The Contractor shall process requests within 5 work days of receipt.

7.7 Scrap/Abandonment/Destruction

The Contractor shall process items identified on receipt documentation as scrap and perform the associated action on the same work day received to ensure effective utilization of warehouse space.

The Contractor shall downgrade and scrap, abandon or destroy property, with COTR approval, within 5 work days to ensure efficient redistribution and utilization methods.

The Contractor shall perform activities necessary to complete Government contracts for scrap metal pick ups.

7.8 GSA Sales

The Contractor shall process GSA sales, exchange sales, and online (Internet) sales for the reutilization of property. The Contractor shall reconcile GSA listing with NPDMS to ensure all items are captured for the sale within 3 work days. The Contractor shall capture costs associated with preparations of sales in accordance with DRD AN-7-1, Cost of GSA Sales Report.

7.9 Screener Access

The Contractor shall request security clearance and provide safety guidance for non-JSC personnel to ensure safety and security procedures are identified prior to visitors entering the warehouse.

7.10 Donations Program

The Contractor shall process requests to participate in the Stevenson-Wydler Act and Computers for Learning donations program to ensure reutilization of property to educational institutions or nonprofit organizations within 1 work day of request.

7.11 Physical Inventory

The Contractor shall perform a physical inventory of the warehouse and all related facilities every 3 years to ensure the accuracy of the disposal records. The first inventory shall be completed during Fiscal Year 2010. All services required in this part shall incur no interruptions or limitations during the complete inventory process. The Contractor shall complete physical count within 5 work days. The Contractor shall reconcile, update NPDMS, and prepare a Final Inventory Report within 20 work days of count completion and provide results to the COTR.

8.0 PACKING AND SHIPPING SERVICES

The Contractor shall perform packing and shipping, and accounting and shipment tracking services to ensure that all freight is processed and shipped to support JSC and NASA Programs. The Contractor shall utilize JOFLS for the purpose of accounting and tracking of all JSC shipments from receipt of items being shipped, in accordance with NPR 6000.1, Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components, and NPR 6200.1, NASA Transportation and General Traffic Management.

8.1 Packing and Shipping Operations

The Contractor shall perform packing and shipping operations for routine, priority, hazardous, and critical types of shipments to ensure services are accomplished safely, accurately and on time. The Contractor shall coordinate directly with COTR-selected commercial carrier for the pick up of the shipment to ensure timely delivery of shipments. The Contractor shall provide a "Packing and Shipping Statistical Report" in accordance with DRD AN-8-1, Packing and Shipping Statistical Report.

8.1.1 Routine Shipments

The Contractor shall process routine shipments within 4 work days of receipt of item or documentation. From time to time, the Contractor shall pick up routine shipments from customer's locations.

8.1.2 Priority Shipments

The Contractor shall process all priority shipments to meet the identified delivery date on the shipping documents, if the delivery date identified is within 3 work days of date received. From time to time, the Contractor shall pick up priority shipments from customer's locations.

8.1.3 Hazardous Materials Shipments

A hazardous materials shipment shall always be processed as a priority shipment. The Contractor shall pick up all hazardous materials shipments from customer's locations. The Contractor shall process hazardous materials shipments per the shipping document and in compliance with the Hazardous Materials Regulations or Title 49 CFR, as applicable.

8.1.4 Critical Shipments

A critical shipment shall always be processed as a priority shipment. The Contractor shall pick up all critical shipments from customer's location and process per the shipping document to ensure effective adherence to special handling and shipping constraints. Flight hardware and moon rocks are examples of critical shipments.

8.2 Accounting and Shipment Tracking

The Contractor shall develop and implement a process for performing post payment audits of all freight bills for transportation services over \$100 to ensure accurate payment of freight charges by the Government. The Contractor shall certify original freight bills before forwarding to the Financial Management Office for timely processing of invoices. The Contractor shall report discrepancies in accordance with DRD AN-8-2, Pre Payment Audit Report.

The Contractor shall maintain and update the JOFLS database with shipment data to ensure accurate reporting, tracking of shipments, and invoice certifications.

8.3 Non-Core Hour Packing and Shipping Services

The Contractor shall complete COTR approved non-core packing and shipping requests on the scheduled date to ensure items are packed and shipped to meet customer requirements.

9.0 INBOUND FREIGHT SERVICES

The Contractor shall perform in-checking, inspection, based on the types of inbound freight, and shipment tracking to ensure all inbound items are effectively received to support JSC and NASA programs. The Contractor shall ensure items are processed safely, accurately and on time and are received and delivered to final destination. The Contractor shall ensure all discrepancies are resolved and freight claims are processed in accordance with Title 41 CFR, Chapter 101-40.7, Reporting and Adjusting Discrepancies in Government Shipments.

The Contractor shall perform in-bound freight services supporting NASA procured or acquired products by recording each receipt in SAP, as well as TIFL. Contractor receipts shall be accounted for in TIFL and require in-checking, x-ray security screening, and delivery only. An x-ray machine is available for use to screen packages upon delivery.

9.1 In-Checking

The Contractor shall perform in-checking of all inbound freight to ensure accuracy and accountability of items received. The Contractor shall off-load and x-ray all inbound freight shipments, except when directed by the COTR. The Contractor shall escort all NASA shipments not off-loaded at Central Receiving to their final destination.

9.2 Inspection

The Contractor shall inspect all inbound freight to ensure accuracy and accountability of items received. The Contractor shall perform the tagging of items in accordance with NPR 4200.1, NASA Equipment Manual.

9.3 Types of Inbound Freight

The Contractor shall perform in-checking, inspection, and delivery to final destination within the time lines defined for the following freight types:

9.3.1 Routine Receipts

The Contractor shall process routine receipts no later than the second work day after receipt of item to ensure timely delivery of freight. Routine receipts are receipts not meeting the definition of a priority receipt.

9.3.2 Priority Receipts

The Contractor shall process priority receipts on the same work day item is received. Priority receipts are defined as: Hazardous Materials; Communication Security (COMSEC); Medical Items or Drugs; Work Stoppages; or receipts requiring special handling. The Contractor shall provide a "Hazardous Materials Statistical Report" in accordance with DRD AN-9-1, Hazardous Material Statistical Report.

9.3.2.1 Hazardous Materials

The Contractor shall ensure hazardous materials shipments are received with applicable Material Data Safety Sheets (MSDS) before delivery of freight to customer. In addition, the following hazardous materials require special handling and delivery:

- a. Bulk Gases or Liquids

The Contractor shall ensure bulk gases or liquids are weighed on JSC's calibrated scales by recording the beginning and ending weights of the vehicles carrying bulk gases or liquids to ensure accurate documentation of hazardous material weights.

b. Explosive Materials (Class 1)

The Contractor shall coordinate escort services with the Safety & Fire Services (S&FS) Department to ensure safe transport and delivery. The Contractor shall immediately complete the in-checking process at the Energy Systems Test Area (ESTA) to ensure ESTA personnel complete the inspection process.

c. Lithium Batteries (Class 9)

The Contractor shall immediately perform the in-checking and inspection processes, and delivery in accordance with JSC Document 18661, Safety Requirements and Procedures for Handling and Disposal of Lithium Cells/Batteries to ensure the safe handling and delivery.

d. Radioactive Receipts (Class 7)

The Contractor shall immediately perform the in-checking and inspection processes and store in designated refrigerator area and notify the JSC Radiation Safety Officer for pick up within 1 hour of receipt to ensure safe handling and delivery.

e. Propane Tanks (Class 2.1)

The Contractor shall immediately perform the in-checking process and coordinate escort services with the S&FS Department for delivery with quantities of 150 gallons or greater to ensure safe handling and delivery.

9.3.2.2 Receipt of Communication Security (COMSEC)

The Contractor shall immediately isolate and secure items to ensure safe and secure protection. The Contractor shall also notify the COMSEC account manager in accordance with NPR 1620.1, NASA Security Program Procedural Requirements.

9.3.2.3 Medical Items or Drugs

The Contractor shall immediately receive and process medical and drug items and store in a secure location. The Contractor shall notify the JSC Drug Control Officer within 4 hours for the pick up to ensure timely disposition, preservation, and protection of contents.

9.3.2.4 Work Stoppage

From time to time, a customer will request receiving activities be performed in an expedited manner. The Contractor shall perform work stoppage receipts within 2 hours of receipt to ensure timely delivery.

9.3.2.5 Special Handling

The Contractor shall expedite the in-checking and inspection processes for items that require refrigeration, rigging and heavy hauling support, escorts, oversized deliveries, monitoring devices, or those items identified as premium transportation deliveries to ensure timely delivery. The Contractor shall coordinate all rigging requirements with the Facilities Contractor. Examples of premium transportation service include: exclusive use, priority, overnight or next day service.

9.4 Shipment Tracking

The Contractor shall use the TIFL database to track the status of all inbound freight from receipt to final destination. The Contractor shall update TIFL immediately anytime a change in status occurs. The Contractor shall provide a "Receiving Statistical Report" in accordance with DRD AN-9-2, Receiving Statistical Report.

9.5 Non-Core Hour Inbound Freight Services

The Contractor shall complete COTR approved non-core inbound freight services on the scheduled date to ensure items are received and delivered to meet customer requirements.

10.0 VEHICLE FLEET MANAGEMENT OPERATIONS

The Contractor shall provide driver services and vehicle operations using Government-provided vehicles to ensure vehicle fleet management operations are provided safely, timely, effectively, and efficiently.

The Contractor shall provide a monthly "Vehicle Statistical Report" in accordance with DRD AN-10-1, Vehicle Statistical Report.

10.1 Passenger Van and Driver Services

The Contractor shall provide driver services in support of the passenger van service and transportation to ensure effective transportation is available.

10.1.1 Passenger Van Service

The Contractor shall provide driver services for the passenger van service between the hours of 6:50 a.m. and 8:00 a.m., Monday through Friday for JSC Civil Servant and Contractor personnel. The Passenger Van Service schedule, route, and times are determined by the COTR. The Contractor shall ensure that all vans arrive at the scheduled pick up point at least 5 minutes prior to the identified route time.

10.1.2 Driver Services

The Contractor shall provide driver services on an as needed basis to drive buses, sedans, vans, or any vehicles appropriate to the required service. Driver service requirements may include: VIP visits, astronaut office support, educational organizations, and various group tours.

10.2 Vehicle Operations

10.2.1 Sub-Pool Vehicle Fleet Management

The Contractor shall manage two sub-pool vehicle fleets to ensure that effective vehicle use, scheduling, availability, and justification is maintained. The Contractor shall transport sub-pool vehicles to and from designated locations for warranty, repair work, inspections, or preventive maintenance to ensure that all vehicles are maintained in safe and operating condition. The Contractor shall process customer requests for vehicle support and assign vehicles from JSC's sub-pool fleets, to verify the vehicles use in support of official Government business.

10.2.2 Vehicle Keys

The Contractor shall secure and maintain an extra set of ignition/entry keys for all Government vehicles to ensure backup keys are available if assigned keys are lost. The Contractor shall secure and maintain a segregated set of keys for those vehicles designated for Hurricane Emergency Preparedness use.

10.2.3 Vehicle Credit Cards

The Contractor shall manage GSA vehicle credit cards to ensure a valid credit card is assigned to all vehicles.

10.2.4 Reporting of Accidents

The Contractor shall notify the COTR and instruct the vehicle user to contact the GSA Accident Management Center (AMC), their supervisor, and official law enforcement authorities immediately after an accident to ensure effective reporting of all vehicle accidents. The Contractor shall provide a semi-annual "Vehicle Accident Report" in accordance with DRD AN-10-2, Vehicle Accident Report.

10.2.5 Vehicle Safety Recalls

The Contractor shall ensure all vehicle users receive a copy of the Vehicle Safety Recall notification issued by the vehicle manufacturer within 5 work days of receipt to ensure timely notification of vehicle recalls.

10.2.6 Process Re-justification of Vehicles

The Contractor shall receive all user requests for re-justification for assignment of a full-time vehicle to ensure documentation for all requests is complete. The Contractor will submit all requests to the COTR for approval, and notify the requestor upon approval or disapproval of the request.

10.2.7 Vehicle Preventive Maintenance (PM)

The Contractor shall notify vehicle users of the preventive maintenance (PM) due on vehicles assigned to them immediately upon receipt of the maintenance notification from GSA to ensure timely user notification.

10.2.8 Vehicle Emissions Inspections

The Contractor shall generate and distribute notifications in February and March annually to all vehicle users to have vehicle emissions inspections performed on all Government vehicles which are 2 years and older, except for diesel vehicles to ensure all emissions inspections are performed. The Contractor shall collect emissions inspections results from the users and forward to GSA, and maintain a copy of the results for 2 years to ensure effective documentation of emission inspections.

10.2.9 Special Event Transportation

The Contractor shall lease ground transportation vehicles from commercial transportation companies upon notification from the COTR, to ensure the customer's requirements are satisfied. Examples include: passenger coach buses, rental cars, and golf carts.

10.2.10 Federal Automotive Statistical Tool (FAST)

The Contractor shall update the FAST database with JSC and Contractor vehicle information, identified by the COTR, annually between October 1st and October 31st to ensure accurate reporting of vehicle information.

10.2.11 JSC Vehicle Fleet Spreadsheet

The Contractor shall maintain and update the JSC vehicle fleet spreadsheet with information identifying vehicle mileage, vehicle additions, replacements, and deletions, vehicle cost data, vehicle descriptions, vehicle users, repair, and maintenance information for all identified vehicle to ensure accurate documentation of vehicle information.

10.3 Non-Core Hour Vehicle Fleet Management Operations

The Contractor shall complete COTR approved non-core vehicle fleet management operations on the scheduled date to ensure operations meet customer requirements.

11.0 SPECIAL SUPPORT SERVICES

The Contractor shall provide non-routine special support services on a cost-reimbursable, Indefinite Delivery Indefinite Quantity (IDIQ) basis. Task orders will be issued by the Contracting Officer in accordance with NASA FAR Supplement (NFS) 1852.216-80, Task Order Procedures, to augment core logistics services. The Contractor shall perform moves, design furniture layouts, coordinate and support special events, support hurricane/severe weather plan activities, perform microfilm conversion, support space shuttle close-out equipment transition, attend conferences/seminars/training, coordinate special assignment airlift missions and charters, perform aircraft loadmaster services, and coordinate household goods moves, and the Integrated Asset Management (IAM) System Development and other special logistical services relating to special support needs on this contract.

11.1 Perform Moves

The Contractor shall move boxes, crates, computers, equipment and furniture to support JSC move requirements. The Contractor also shall prepare furniture for field delivery from the warehouse if required to fulfill the move requirements.

The Contractor shall assemble, clean, and polish furniture, as needed, prior to the scheduled move date identified by the COTR. A Government-provided key machine is available for making duplicate keys if required.

The Contractor shall deliver, disconnect, relocate, reconnect, and/or return to the warehouse office furniture per the COTR provided schedule.

11.2 Design Furniture Layouts

The Contractor shall design furniture layouts using Government provided MicroStation software or a COTR-approved equivalent. The Contractor shall work with the customer to verify design and furniture requirements, design completion date, and identify construction and carpet requirements.

The Contractor shall perform a walk-through of the work area to evaluate customer requirements. The Contractor shall measure the work area to confirm the accuracy of the FHP drawings.

The Contractor shall prepare Furniture/Transportation Work Orders. Furniture layouts will be submitted to customer for approval. Furniture layouts and work orders will be approved by the COTR prior to start of work.

11.3 Coordinate and Support Special Events

Special Events are Center wide events requiring the coordination, set up, and tear down of items or services such as canopies, chairs, electrical hookups, portable toilets, grounds maintenance, purchasing, tables, trash receptacles and water stations. Most items needed to support a special event are available and provided by the Government, but special material purchases may be required.

The Contractor shall support the following recurring major JSC annual special events.

- a. Open House/Ballunarfest
- b. Chili Cook-off
- c. Safety and Total Health Day
- d. Safety Spring Fair
- e. Holiday Events

When Logistics support is required, the Contractor shall coordinate the planning, execution, and clean up of all aspects of the major special events including functions performed under other COD contracts. Those functions include construction, custodial, electrical, furniture, maintenance and operations, security, and transportation. Specific requirements will be provided by the Government at the time each event is planned, coordinated and in process.

The Contractor shall identify a single-point-of-contact for each event to ensure event progress monitoring and problem mitigation. Responsibilities include:

- a. Creating a special event work plan for each major event that clearly identifies the roles and responsibilities
- b. Ensuring identification and resolution of any event problems
- c. Sponsor a post-event briefing with the COTR, within 2 weeks after each major event, to identify and discuss customer feedback, lessons learned, and possible areas of improvement

The Contractor shall be required to provide support at other minor or unique special events as identified by the COTR. From time to time, there may be smaller events that shall be handled under furniture and transportation Sub-Parts rather than IDIQ.

11.4 Hurricane/Severe Weather Plan Support

11.4.1 Review and Update Hurricane/Severe Weather Plans

The Contractor shall participate in the annual review and update of JSC-05900 Appendix 2 Attachment A, Hurricane/Severe Weather Plan and the Logistics Division (LD) Hurricane/Severe Weather and Shelter Plan. All updates shall be completed prior to May 1st of each year.

11.4.2 Prepare for and Provide Hurricane/Severe Weather Support

The Contractor shall complete all preparations and accomplish all tasks identified in the LD Hurricane/Severe Weather and Shelter Plan. The Contractor shall actively participate in Center meetings/briefings related to impending hurricanes or severe weather.

11.5 Microfilm Conversion

The Contractor shall convert NEMS images currently archived on 16mm microfilm to Adobe Acrobat PDF file format as indicated by the task order. The Contractor shall store the converted files on a Government maintained server.

11.6 Space Shuttle Close-Out Equipment Transition

The Contractor shall support the Space Shuttle close-out activities as the Space Shuttle fleet is scheduled to be de-commissioned in Fiscal Year 2010. These close-out activities will result in a high volume of property and equipment identified for excess and disposal. The task order will detail close-out activities as they become known.

11.7 Contractor Conference/Seminar/Training and Travel Support

The Contractor shall provide the appropriate personnel to attend conferences, seminars, and training courses as identified by the COTR. Examples are: The GSA Conference, NASA Logistics Management

Conference, and the FedFleet Conference. While in most instances these may occur locally, there may be occasions where travel will be required beyond the 50-mile radius of JSC.

11.8 Special Assignment Airlift Missions and Charters

The Contractor shall obtain Military Special Assignment Airlift Mission (SAAM) aircraft, Commercial Charter transportation services for both cargo and passengers, surface vessel charters, as identified by the COTR to support NASA programs and projects. The Contractor shall not be responsible for the cost of SAAM's and Charters.

11.9 Aircraft Loadmaster Services

The Contractor shall provide aircraft loadmaster services in support of NASA's Super Guppy Transport Operations to the COD and AOD to ensure all missions meet customer requirements. These services include pre-mission and post-mission planning activities that are required to ensure that all cargo and payloads operations meet all flight safety requirements. From time to time, the Contractor may be required to provide loadmasters services outside the Continental United States.

11.9.1 Pre and Post-Mission Activities

The Contractor shall plan, coordinate, and execute transportation of cargo and mission payloads, Super Guppy Shipping Fixture (SGSF), and associated support equipment to ensure that all cargo and payloads meet required flight schedules and are delivered safely to the required destination.

The Contractor shall be required to initiate all pre-mission activities prior to arrival of other mission personnel. Pre-mission activities include cargo load planning, cargo preparation, material handling equipment preparations and positioning, cargo-loading procedures, coordinating with user customers, and cargo aircraft center-of-gravity requirements.

The Contractor shall operate the Super Guppy cargo loaders used to support Super Guppy cargo transport operations and other required aircraft loading and offloading equipment.

The Contractor shall provide appropriate weight and balance data to the Aircraft Commander and Flight Engineer for the purpose of computing required takeoff and landing data.

The Contractor shall perform post-mission activities which include cargo unloading, materials handling equipment preparation and positioning, and cargo preparation.

11.9.2 Mission Documentation

The Contractor shall maintain all documentation related to Super Guppy missions. The Contractor shall ensure that all files are accurate and complete and can be accessed for future missions. The Contractor shall maintain maintenance files on all mission support equipment. The Contractor shall be required to perform weights and balances calculations.

11.9.3 Non-Mission Support Activities

The Contractor shall support all non-mission related SGSF activities. These activities include maintenance and monitoring of the SGSF and its associated equipment to ensure that the SGSF is continually in mission ready status.

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STATEMENT OF WORK

The Contractor shall maintain all mission support equipment with associated certification and calibration data. The Contractor shall ensure all mission support equipment certification and calibration is current.

The Contractor shall obtain rigging and heavy hauling support through the Facilities Contract as needed.

11.10 IAM System Development

The Contractor shall provide support for NASA's development and deployment of the identified IAM system component. The Contractor shall provide the appropriate personnel knowledgeable in the COTR identified logistics functional areas to attend component development meetings, conferences, and training courses associated with system development. While in some instances these may occur locally, there may be instances where travel will be required beyond the 50-mile radius of JSC.

11.11 Specialized Moving and Relocation and other Special Logistical Services

The Contractor shall perform Specialized Moving and Relocation of NASA Labs, Training Facilities and Equipment, and other Transportation Tasks and Special Logistical Services. The Contractor shall utilize personnel knowledgeable and experienced in the performance of large scale moving and relocation of valuable, irreplaceable, custom equipment and facilities. Performance of these tasks may require coordination between the Logistics Contractor and other Service Contractors performing at JSC. The Contractor shall meet with the Customer as well as the CO and COTR to define requirements, develop plans, schedules, and cost estimates for the task.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 95	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO. See Block 14	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	7. ADMINISTERED BY (if other than item 6) Nancy G. Hubbell/BJ5 PH: 281.463.2514 Fax: 281.464.0995 Email: nancy.g.hubbell@nasa.gov	CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (Incl. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		(4)	
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C		10B. DATED (SEE ITEM 11) 12/21/07	
CODE	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 10, and returning one (1) copy 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 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)

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

(4)	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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.163(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: DEFINITIZE REA PROPOSAL INCREASE CY 4 - 10

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 UCP section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to definitize the Contractor's Request for Equitable Adjustment (REA) proposal, dated August 10, 2011 which was proposed for the cumulative amount of (b)(4) for estimated cost, award fee and fixed fee for Contract Years 4 through 10 for the completion form portion of the contract only.

The parties mutually agreed to definitize the REA for Plan A for estimated cost in the amount of (b)(4) and fixed fee in the amount of (b)(4), for a total estimated cost, award fee, and fixed fee for Contract Year 4 of (b)(4). Plan B for estimated cost in the amount of (b)(4) and fixed fee in the amount of (b)(4), for a total estimated cost, award fee, and fixed fee for Contract Year 4 of (b)(4).

The effect of this definitization is to make an upward adjustment in estimated cost, award fee and fixed fee for Contract Year 4; therefore, Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - Table B.3.1 - Plan A; as well as Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions - Paragraph I (Plan A) and Paragraph II (Plan B) will be updated (see attached).

This definitization represents a full, complete, and equitable adjustment to the contract. All terms and conditions of the contract, except for the aforementioned clauses, remain unchanged.

(See attached replacement pages for Section B and Section F)

Except as provided herein, all terms and conditions of the document referenced in item 6A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Katrina A. Parrott, Program Manager	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer
15C. DATE SIGNED 8/23/11	15D. UNITED STATES OF AMERICA BY <u>Karon F. Porche</u> (Signature of Contracting Officer)
15E. CONTRACTOR OFFICER <u>Katrina A. Parrott</u> (Signature of person authorized to sign)	15F. DATE SIGNED 8/23/11

I. Update Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - (a) Table B.3.1 – Plan A as follows:

1. Section B, Clause B.3 (a), Table B.3.1 – Plan A, Year 4: estimated cost is increased by \$(b) (4) from \$(b) (4) to \$(b) (4) fixed fee is increased by \$(b) (4) from \$(b) (4) to \$(b) (4). The total estimated cost and fixed fee is increased by (b) (4), from (b) (4) (b) (4)

II. Update Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions – Paragraph I Plan A as follows:

1. Section F, Clause F.4, Part I, Years 4 through 10, is updated to reflect the increase in estimated cost by \$(b) (4) and maximum fixed fee by \$(b) (4)

III. Update Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions – Paragraph II Plan B as follows:

1. Section F, Clause F. 4, Part II, Year 6 through 10, is updated to reflect the increase in estimated cost by \$(b) (4) and maximum award fee by \$(b) (4)

B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

	Base Period				Award Terms							
Logistics Operations Contract	Phase-In Period (54 Days)	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms		Totals
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee	(b) (4)											
Fixed Fee	(b) (4)											
Total	(b) (4)											\$79,656,198

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.

YEAR 8: 3/1/2015 – 2/29/2016

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available fixed fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost and maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.1 – Plan A, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is \$79,503,169.
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 6:** 3/1/2013 – 2/28/2014

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.

YEAR 8: 3/1/2015 – 2/29/2016

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is (b) (4).
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1. B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee", Table B.3.2 – Plan B, shall be modified to increase the estimated cost by (b) (4) and to increase the maximum available award fee by (b) (4). The total estimated cost, maximum award fee and maximum fixed fee is \$79,326,682.
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. 96	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE RFO NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) Karon F. Porche PH: 281.483.5114 Fax: 281.483.9741 Email: Karon.f.porche@nasa.gov		CODE BJ6
L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
				10B. DATED (SEE ITEM 13) 12/21/07
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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 1 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 Clause H.13, Federal Acquisition Regulation (FAR) Clause 52.232-19 entitled "Availability of Funds for the Next Fiscal Year (APR 1984)
- Incorporate by reference FAR Clause 52.232-18 entitled "Availability of Funds" in Section I

This modification is at no additional cost to the Government.

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) Katrina Parrott, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR Katrina Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 8/30/11	16B. UNITED STATES OF AMERICA Karon F. Porche (Signature of Contracting Officer)	16C. DATE SIGNED 9/1/11

1. Update Clause H.13, Federal Acquisition Regulation (FAR) Clause 52.232-19 entitled "Availability of Funds for the Next Fiscal Year (APR 1984)

H. 13 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

2. Incorporate by reference FAR Clause 52.232-18 entitled "Availability of Funds" in Section I

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL As modified by 18.52.227-14 NASA FAR Supplement (OCT 1995)	
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS	
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS	
52.228-8	MAY 1999	LIABILITY AND INSURANCE-LEASED MOTOR	VEHICLES
52.232-17	JUN 1996	INTEREST	
52.232-18	APR 1984	AVAILABILITY OF FUNDS	
52.232-22	APR 1984	LIMITATION OF FUNDS	
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS	
52.232-25	OCT 2003	PROMPT PAYMENT (ALTERNATE I, FEB 2002)	
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS	
			TRANSFER –
		CENTRAL CONTRACTOR	
			REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)	
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)	
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	
52.237-3	JAN 1991	CONTINUITY OF SERVICES	
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS	
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS	
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS	
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS	
52.242-13	JUL 1995	BANKRUPTCY	
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE II) (APR 1984)	
52.244-2	JUN 2007	SUBCONTRACTS (ALTERNATE I) (JUN 2007)	
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING	
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS	
52.245-1	JUN 2007	GOVERNMENT PROPERTY	
52.245-2	JUN 2007	GOVERNMENT PROPERTY INSTALLATION OPERATIONS SERVICES	
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES	
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS Insert: (a) NASA-JSC (b) NASA-JSC, NNJ08JA01C, NASA CONTRACTING OFFICER	
52.248-1	FEB 2000	VALUE ENGINEERING	
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)	
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 97		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REF. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than item 6) Nancy G. Hubbell/BJ5 PH: 281.483.2514 Fax: 281.484.0995 Email: nancy.g.hubbell@nasa.gov		CODE BJ5	
L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
						10B. DATED (SEE ITEM 13) 12/21/07	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(4)	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 1 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 Clause G.6, entitled "Submission of Vouchers for Payment (NFS 1852.216-87) (MAR 1998) with the full text clause provided.

This modification is at no additional cost to the Government.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Katrina A. Parrott, Program Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Katrina A. Parrott</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/1/11	16B. UNITED STATES OF AMERICA BY <i>Karon F. Porche</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/6/11

1. Update Clause G.6, Submission of Vouchers for Payment (NFS 1852.216-87) (MAR 1998)

G.6 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 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:

NSSC
Financial Management Division – Accounts Payables
Building 111, C. Road
Stennis Space Center, MS 39529
Email: Nssc-accountspayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency 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 to:

Defense Contract Audit Agency
Albuquerque Branch Office
500 Gold Ave SW, Suite 12100
P.O. Box 1861
Albuquerque, NM 87103-1861

(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; and

(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 forwarded to the same address as b (1) above.

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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 12	
2. AMENDMENT/MODIFICATION NO. 99		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO. See Block 14		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (if other than item 6) Nancy G. Hubbell/BJ5 PH: 281.483.2514 Fax: 281.484.0995 Email: nancy.g.hubbell@nasa.gov		CODE BJ5			
8. NAME AND ADDRESS OF CONTRACTOR (No Street, clearly, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C		10B. DATED (SEE ITEM 13) 12/21/07	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

(v)	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: DEFINITIZE REA PROPOSAL INCREASE CY 2-4

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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 definitize the Contractor's Request for Equitable Adjustment (REA) proposal, dated August 10, 2011 which was proposed for the cumulative amount of **(b) (4)** for estimated cost, award fee and fixed fee for Contract Years 2 through 10 for the completion form portion of the contract only.

The parties mutually agreed to definitize the Speedy Pack/Service Agreement portion of the REA for the amount below:

	CY2	CY3	CY4
Cost			
Fee			

(b) (4)

The effect of this definitization is to make an upward adjustment in estimated cost, award fee and fixed fee for Contract Years 2-4; therefore, Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - Table B.3.1 - Plan A, Table B.3.2 - Plan B; as well as Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions - Paragraph I (Plan A) and Paragraph II (Plan B) will be updated (see attached).

This definitization represents a full, complete, and equitable adjustment to the contract. All terms and conditions of the contract, except for the aforementioned clauses, remain unchanged.

(See attached replacement pages for Section B and Section F)

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) KATRINA PARROTT, Program Manager		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR KATRINA A. PARROTT (Signature of person authorized to sign)	15C. DATE SIGNED 9/20/11	15B. UNITED STATES OF AMERICA Karon F. Porche (Signature of Contracting Officer)	15C. DATE SIGNED 9/20/11

B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

Logistics Operations Contract	Base Period				Award Terms							
	Phase-In Period (54 Days)	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms		Totals
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee												
Fixed Fee												
Total	(b) (4)											\$79,729,734

(b) The total estimated cost and fee under Plan B are as follows:

Table B.3.2 – Plan B

	Base Period				Option Period								
Logistics Operations Contract	Phase-In Period	Base Period											Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years	
Contract Type	FFP	CPAF	CPFF	CPFF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF		
Total Estimated Cost	(b) (4)												
Award Fee													
Fixed Fee													
Total	(b) (4)											\$79,497,197	

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F.2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 50 mile radius of the surrounding geographical area
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2013.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 29, 2012.</u>		

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2013.</u>		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2014.</u>		

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$79,576,705	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 4:** 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 29, 2012.</u>		

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2015.</u>		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3. entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$79,344,168	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
 NASA Johnson Space Center
 Building 421
 2101 NASA Parkway
 Houston, TX 77058-3696

Mark for: Accountable Property Officer
 Mark with: Purchase Request No. TBD
 Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
 Vincent L. Johnson
 Mail Code: JB, Bldg. 419, Rm. 128A

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F. 7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in 1/4-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM: OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____

Destination: _____".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Bobby Boyd
Contract Transportation
2101 NASA Parkway
M/C JB
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6526. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces

- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 17		
2. AMENDMENT/MODIFICATION NO. 100		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO. N/A		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (if other than item 6) Nancy G. Hubbell/BJ5 PH: 281.483.2514 Fax: 281.484.0995 Email: nancy.g.hubbell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C			
				10B. DATED (SEE ITEM 13) 12/21/07			
CODE		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 one (1) copy 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 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)

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

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	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 1 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 definitize the Contractor's Request for Equitable Adjustment (REA), dated September 23, 2011 which was proposed for the cumulative amount of **(b) (4)** for estimated cost and fixed fee for the 5 month period October 1, 2011 through March 31, 2012 for the completion form portion of the contract only.

The parties mutually agreed to definitize the REA for the amount below.

	CY4	CY5	Total
Cost	(b) (4)		
Fee			

Section C, Part 2 is updated to reflect the additional workload requirements.

The effect of this definitization is to make an upward adjustment in estimated cost, award fee and fixed fee for Contract Years 4 and 5; therefore, Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - Table B.3.1 - Plan A, Table B.3.2 - Plan B; as well as Section C, Part 2 and Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions - Paragraph I (Plan A) and Paragraph II (Plan B) will be updated (see attached).

This definitization represents a full, complete, and equitable adjustment to the contract. All terms and conditions of the contract, except for the aforementioned clauses, remain unchanged.

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) Katrina A. Parrott, Program Manager		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15C. DATE SIGNED 9/29/11		15D. UNITED STATES OF AMERICA BY Karon F. Porche (Signature of Contracting Officer)	
15E. CONTRACTOR/OFFEROR Katrina G. Parrott (Signature of person authorized to sign)		15F. DATE SIGNED 9/29/11	

B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

	Base Period				Award Terms							
Logistics Operations Contract	Phase-In Period	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms		Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee	(b) (4)											
Fixed Fee	(b) (4)											
Total	(b) (4)											\$79,875,013

(b) The total estimated cost and fee under Plan B are as follows:

Table B.3.2 – Plan B

	Base Period				Option Period								
Logistics Operation & Contract	Phase-In Period	Base Period											Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years	
Contract Type	FFP	CPAF	CPFF	CPFF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF		
Total Estimate d Cost	(b) (4)												
Award Fee													
Fixed Fee													
Total	(b) (4)											\$79,642,232	

NNJ08JA01C

STATEMENT OF WORK

2.0 SUPPLY MANAGEMENT

The Contractor shall manage supply, gas cylinder, and temporary storage operations to ensure availability of items and maintain effective and efficient inventory levels. The Contractor shall perform supply management in accordance with NPR 4100.1, NASA Materials Inventory Management Manual.

2.1 Supply Operations

The Contractor shall use NSMS to manage store stock, program stock, and critical spares to ensure stock is available when required. See NSMS User and Operations Guide. The inventory classifications in NSMS are:

- a. Stores Stock - Assets that are repetitively procured, stored, and issued on the basis of recurring demand. Stock levels on store stock items are determined by monthly demand and calculated by NSMS. Gases are classified as a store stock item and tracked in NSMS. The cylinders containing the gases are tracked within the Gas Cylinder Tracking System (GCTS) as described in Part 2.2, Gas Cylinder Operations.
- b. Program Stock - Assets that are under a Quality Control System, are owned by the using organizations, and are not subject to replenishment. Program stock is also known as "flight hardware."
- c. Critical Spares - Assets held for emergencies for which there is no recurring demand. They shall be immediately available to prevent delay which might result in loss, damage, destruction of property, or danger to life due to an interruption of operations. Mission Critical Spares support buildings and/or systems that are required to be functional during flight missions and they shall be available at the required level at all times.

2.1.1 Shelf Life Program

The Contractor shall manage shelf life items to ensure no out of date store stock. The Contractor shall ensure no out of date critical spares and program stock are held in inventory without owner knowledge. The majority of shelf life items are program stock. The Contractor shall request the Safety and Mission Assurance Directorate (S&MA) to prepare a Discrepancy Report (DR) if a program stock owner fails to take appropriate action prior to the expiration date to ensure expired items are not issued for flight without S&MA approval.

2.1.2 Cataloging Function

The Contractor shall perform cataloging functions to ensure the identification and standardization of stock. The Contractor shall maintain and utilize existing supply publications and research library to ensure research data is current. The Contractor shall maintain registration with the Defense Logistics Supply Center (DLSC) for stock items. The Contractor shall assign and track a unique local stock number for Program Stock items that have no National Stock Number (NSN).

The Contractor shall complete requests to add items to stock within 3 work days to ensure the catalog is current.

The Contractor shall review JSC purchases in SAP over \$25,000 within 3 work days to determine if items are available from other NASA Centers or Government agencies prior to purchase. The Contractor shall notify the customer if a like item is located.

2.1.3 Acquisition and Inventory Management of Stores Stock and Critical Spares

The Contractor shall perform cost effective acquisition and inventory management operations to ensure availability of stock, to include furniture, and critical spares. The Contractor shall ensure that all gas purchases are compliant with Space Medicine Division requirements.

2.1.3.1 Purchases

The Contractor shall generate purchases when items are in a reorder status within 2 work days of notification.

2.1.3.2 NSMS Complete Excess Report

The Contractor shall use the NSMS "Complete Excess Report" annually for the purpose of excessing items that have low usage. The Contractor shall initiate disposal action and discontinue asset records prior to NSMS year-end closing.

2.1.3.3 Excess Disposal Transactions

The Contractor shall create excess disposal transactions in NSMS for stores stock and critical spare items within 2 work days of discovery of need to ensure stock is current and serviceable. Examples of need are: critical spares over the level, damaged material, or material no longer meets the criteria for stockage.

2.1.4 Storage and Issue of Stores Stock and Critical Spares

The Contractor shall perform storage and issue operations for the purpose of warehousing supply items safely and securely, to ensure they can be identified and are accessible. The Contractor shall utilize the NSMS document tracking process to identify and resolve any delinquent documents.

2.1.4.1 Receipts

The Contractor shall process receipts into NSMS and warehouse items within 2 work days.

The Contractor shall process gas receipts in NSMS under the specific code for the purpose of electronically segregating gasses. The Contractor shall use JSC designated codes which are: GL for gasses at the Environmental Health Laboratory (EHL) for testing, GP for gasses pending going to the EHL for testing, GR for gases failing lab testing (rejects), and JB for gases delivered to stock, direct delivery to customer, or those returned from the EHL lab ready to be warehoused.

2.1.4.2 Routine Issues

The Contractor shall verify signatures and input requests for stock into NSMS within 1 work day and deliver stock to the destination within 2 work days after input.

2.1.4.3 Work Stoppage Issues

The Contractor shall receive and process work stoppage supply requests at the customer service counter in the warehouse to prevent delay of work. The Contractor shall verify signatures, input requests in NSMS, and give stock to customer within 15 minutes for customer hand carry or deliver to destination within 4 hours if delivery is requested.

2.1.5 Storage and Issue of Program Stock

The Contractor shall perform a storage and issue operation for the purpose of warehousing program stock items safely and securely in accordance with JSCM 26549, Manual for the Control of Program Stock, to ensure the integrity of flight hardware. The Contractor shall clearly mark and segregate hardware identified as discrepant by S&MA from non-discrepant hardware. The Contractor shall only release discrepant hardware with S&MA approval.

The Contractor shall ensure a cross reference is maintained between the source document, NSMS and the JSC Form 911, Parts Identification Tag, with the NSMS transaction number to maintain the integrity of program stock.

The Contractor shall verify signatures against a COTR provided list of authorized personnel to ensure ownership authority.

2.1.5.1 Program Stock Receipts

The Contractor shall inform the COTR if equipment meets tagging criteria per NPR 4200.1, NASA Equipment Management Manual, for tagging action on same day as received. The Contractor shall open all manufacturers' packages and count all pieces except under the following circumstances:

- a. When directed by the hardware owner or the COTR
- b. When in a sealed "clean room" container or bag
- c. When flight wire, accept manufacturers count
- d. If rivets, they may be weighed on a calibrated scale

The Contractor shall receive the hardware and update NSMS within 5 work days.

2.1.5.2 Program Stock Issues

The Contractor shall issue the hardware and update NSMS on the same day for requests received by 12:00 p.m. and the next work day for requests received after 12:00 p.m.

2.1.6 Inventory Reconciliation

The Contractor shall ensure the NSMS balance and the warehouse count match and take necessary action within 3 work days when a discrepancy is identified to ensure items are available when required.

2.1.7 Physical Inventory of Assets

The Contractor shall perform physical inventories to maintain accuracy of stock records in accordance with the NPR 4100, NASA Inventory Management Manual, Chapter 5. The Contractor shall ensure customer support is not impacted during the inventory process.

2.1.7.1 Sample Physical Inventory Schedule

The Contractor shall develop and implement a Government-approved Sample Physical Inventory Schedule in accordance with DRD AN-2-1, Sample Physical Inventory Schedule.

2.1.7.2 Sample Inventories

The Contractor shall perform sample inventories annually according to the Government-approved schedule and administer them through NSMS to ensure the accuracy of the records.

If the sample inventory fails, the Contractor shall complete a wall-to-wall inventory of the lot from which the sample was derived to ensure the integrity of the inventory and to help identify possible systemic problems. The Contractor shall complete the inventory and document reconciliation within 90 calendar days from the date the sample failed and in the same Government fiscal year as the failed sample.

2.1.7.3 Wall-to-Wall (Lot) Inventories

The Contractor shall perform a wall-to-wall inventory of all stores stock, program stock, and critical spare assets every 5 years to ensure the integrity of the inventory. The Contractor shall complete all actions by August 15 of the inventory year to ensure records are reconciled at the end of the Government fiscal year.

2.2 Gas Cylinder Operations

The Contractor shall perform Gas Cylinder Operations to ensure that all gas cylinder locations are recorded and that all cylinders in the contractor's possession are maintained in a safe operating condition.

The Contractor shall maintain and utilize a computerized asset tracking program to track all NASA and vendor owned cylinders. The gases contained in the cylinders are store stock items managed in an NASA Agency Materials Management System. The Contractor shall update the asset tracking program and the Agency Materials Management System on the same work day that a change in status occurs to ensure information in the system is current.

The Contractor shall segregate cylinders requiring EHL testing and coordinate the testing and transportation on the same day the cylinders are segregated.

The Contractor shall provide and attach identifying labels to NASA owned cylinders, if not present, for identification and inventory tracking purposes.

The Contractor shall segregate unserviceable cylinders from serviceable cylinders to ensure only serviceable cylinders are issued. The Contractor shall notify the Facilities Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 20 cylinders.

2.2.1 Cylinder Demurrage

The Contractor shall return vendor owned cylinders when no longer required at JSC to reduce demurrage charges.

The Contractor shall track demurrage charges in accordance with DRD AN-2-2, Vendor Owned Cylinder Demurrage Charges.

2.2.2 Cylinder Triennial Inventory

The Contractor shall inventory all cylinders, including those issued out to customers, by physically scanning cylinders and comparing results to the computerized asset tracking system. The Contractor shall contact customers and research records to resolve discrepancies. The Contractor shall provide results to the COTR in accordance with DRD AN-2-3, Cylinder Triennial Inventory Report.

2.3 **Temporary Storage**

The Contractor shall manage temporary storage for the purpose of safely and securely storing material on a temporary basis. The Contractor shall organize and track items in Temporary Storage by case files.

The Contractor shall evaluate available storage space, provide transportation to and from customer location, and pack and store items appropriately.

The Contractor shall complete add or removal actions, and update the database within 3 work days.

The Contractor shall complete a physical inventory annually of each case file ensuring items are accounted for and in the proper location. The Contractor shall complete the inventory and forward the Case File Folder to the COTR 30 days prior to the anniversary date the case file was established. The Contractor shall complete the inventory of the Case Files containing Hurricane Supplies and forward to the COTR no later than April 15th of each year regardless of the anniversary date.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F.2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 50 mile radius of the surrounding geographical area
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2013.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		(b) (4)

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		(b) (4)

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	(b) (4)	
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2014.</u>		

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	(b) (4)	
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2015.</u>		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	(b) (4)	
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		\$ (b) (4)

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		\$79,721,984

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 4:** 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$ (b) (4)	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$ (b) (4)	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	(b) (4)	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		(b) (4)

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		(b) (4)

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		(b) (4)

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$79,489,203	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
 NASA Johnson Space Center
 Building 421
 2101 NASA Parkway
 Houston, TX 77058-3696

Mark for: Accountable Property Officer
 Mark with: Purchase Request No. TBD
 Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
 Vincent L. Johnson
 Mail Code: JB, Bldg. 419, Rm. 128A

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F. 7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in 1/4-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM: OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____

Destination: _____.

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Bobby Boyd
Contract Transportation
2101 NASA Parkway
M/C JB
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6526. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces

- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 6	
2. AMENDMENT/MODIFICATION NO. 101		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		6. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than Item 5) Nancy G. Hubbell/BJ5 PH: 281.483.2514 Fax: 281.484.0995 Email: nancy.g.hubbell@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/07	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					

**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 1 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 Section C Part 2. The wrong version of Section C Part 2 was attached with Modification 100.

See the Section C Part 2 attached.

(See attached replacement pages for Section B and Section F)

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) Katrina A. Parrott, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 10/3/11	15B. UNITED STATES OF AMERICA BY Karon F. Porche (Signature of Contracting Officer)	16C. DATE SIGNED 10/4/11

2.0 SUPPLY MANAGEMENT

The Contractor shall manage supply, gas cylinder, and temporary storage operations to ensure availability of items and maintain effective and efficient inventory levels. The Contractor shall perform supply management in accordance with NPR 4100.1, NASA Materials Inventory Management Manual.

2.1 Supply Operations

The Contractor shall use SAP to manage store stock, program stock, and critical spares to ensure stock is available when required. The inventory classifications in SAP are:

- a. Stores Stock – Material that is repetitively procured, stored, and issued on the basis of recurring demand. Stock levels on store stock items are determined by monthly demand and calculated by SAP. Gases and cylinders containing the gases are classified as store stock items and tracked in SAP. Hurricane supplies are located in Building 30M. The Contractor shall inventory hurricane supplies and forward to the COTR no later than April 15th of each year.
- b. Program Stock – Material that is owned by the using organizations, and are not subject to replenishment.
- c. Critical Spares – Material that is held for emergencies for which there is no recurring demand. They shall be immediately available to prevent delay which might result in loss, damage, destruction of property, or danger to life due to an interruption of operations. Mission Critical Spares support buildings and/or systems that are required to be functional during flight missions and they shall be available at the required level at all times.

2.1.1 Shelf Life Program

The Contractor shall manage shelf life items to ensure no out of date store stock. The Contractor shall ensure no out of date critical spares and program stock are held in inventory without owner knowledge. The majority of shelf life items are program stock. The Contractor shall request the Safety and Mission Assurance Directorate (S&MA) to prepare a Discrepancy Report (DR) if a program stock owner fails to take appropriate action prior to the expiration date to ensure expired items are not issued for flight without S&MA approval.

2.1.2 Cataloging Function

The Contractor shall perform cataloging functions to ensure the identification and standardization of stock. The Contractor shall maintain and utilize existing supply publications and research library to ensure research data is current. The Contractor shall maintain registration with the Defense Logistics Supply Center (DLSC) for stock items. The Contractor shall assign and track a unique local stock number for Program Stock items that have no National Stock Number (NSN).

The Contractor shall complete requests to add items to stock within 3 work days to ensure the catalog is current.

The Contractor shall review JSC purchases in SAP over \$25,000 within 3 work days to determine if items are available from other NASA Centers or Government agencies prior to purchase. The Contractor shall notify the customer if a like item is located.

2.1.3 Acquisition and Inventory Management of Stores Stock and Critical Spares

The Contractor shall perform cost effective acquisition and inventory management operations to ensure availability of stock, to include furniture, and critical spares. The Contractor shall ensure that all gas purchases are compliant with Space Medicine Division requirements.

2.1.3.1 Purchases

The Contractor shall generate purchases when items are in a reorder status within 2 work days of notification.

2.1.3.2 Excess

The Contractor shall use SAP Material Planning Requirements for the purpose of excessing items that have low usage. The Contractor shall initiate disposal action and discontinue asset records.

2.1.3.3 Excess Disposal Transactions

The Contractor shall create excess disposal transactions in SAP for stores stock and critical spare items within 2 work days of discovery of need to ensure stock is current and serviceable. Examples of need are: critical spares over the level, damaged material, or material no longer meets the criteria for stockage.

2.1.4 Storage and Issue of Stores Stock and Critical Spares

The Contractor shall perform storage and issue operations for the purpose of warehousing supply items safely and securely, to ensure they can be identified and are accessible. The Contractor shall utilize the SAP Warehouse Activity Monitory report to identify and resolve any delinquent documents.

2.1.4.1 Receipts

The Contractor shall process receipts into SAP and warehouse items within 2 work days.

2.1.4.2 Routine Issues

The Contractor shall verify signatures and input requests for stock into SAP within 1 work day and deliver stock to the destination within 2 work days after input.

2.1.4.3 Work Stoppage Issues

The Contractor shall receive and process work stoppage supply requests. The Contractor shall verify signatures, input requests in SAP, and give stock to customer within 15 minutes for customer hand carry or deliver to destination within 4 hours if delivery is requested.

2.1.5 Storage and Issue of Program Stock

The Contractor shall perform a storage and issue operation for the purpose of warehousing program stock items safely and securely in accordance with JWI 4210.2, JSC Instructions the Control of Program Stock, to ensure the integrity of program stock. The Contractor shall clearly mark and segregate hardware identified as discrepant by S&MA from non-discrepant hardware. The Contractor shall only release discrepant hardware with S&MA approval.

The Contractor shall ensure a cross reference is maintained between the source document, SAP, and the JSC Form 911, Parts Identification Tag, with the SAP transaction number, as applicable, to maintain the integrity of program stock.

The Contractor shall verify signatures against a COTR provided list of authorized personnel to ensure ownership authority.

2.1.5.1 Program Stock Receipts

The Contractor shall inform the COTR if equipment meets tagging criteria per NPR 4200.1, NASA Equipment Management Manual, for tagging action on same day as received. The Contractor shall open all manufacturers' packages and count all pieces except under the following circumstances:

- a. When directed by the hardware owner or the COTR
- b. When in a sealed "clean room" container or bag
- c. When flight wire, accept manufacturers count
- d. If rivets, they may be weighed on a calibrated scale

The Contractor shall receive the hardware and update SAP within 5 work days.

2.1.5.2 Program Stock Issues

The Contractor shall issue program stock and update SAP on the same day for requests received by 12:00 p.m. and the next work day for requests received after 12:00 p.m.

2.1.6 Inventory Reconciliation

The Contractor shall ensure the SAP balance and the warehouse count match and take necessary action within 3 work days when a discrepancy is identified to ensure items are available when required.

2.1.7 Physical Inventory of Assets

The Contractor shall perform physical inventories to maintain accuracy of stock records in accordance with the NPR 4100, NASA Inventory Management Manual, Chapter 5. The Contractor shall ensure customer support is not impacted during the inventory process.

2.1.7.1 Sample Physical Inventory Schedule

The Contractor shall develop and implement a Government-approved Sample Physical Inventory Schedule in accordance with DRD AN-2-1, Sample Physical Inventory Schedule.

2.1.7.2 Sample Inventories

The Contractor shall perform sample inventories annually according to the Government-approved schedule and administer them through SAP to ensure the accuracy of the records.

If the sample inventory fails, the Contractor shall complete a wall-to-wall inventory of the lot from which the sample was derived to ensure the integrity of the inventory and to help identify possible systemic problems. The Contractor shall complete the inventory and document reconciliation within 90 calendar days from the date the sample failed and in the same Government fiscal year as the failed sample.

2.1.7.3 Wall-to-Wall (Lot) Inventories

The Contractor shall perform a wall-to-wall inventory of all stores stock, program stock, and critical spare assets every 5 years to ensure the integrity of the inventory. The Contractor shall complete all actions by August 15 of the inventory year to ensure records are reconciled at the end of the Government fiscal year.

2.2 Gas Cylinder Operations

The Contractor shall perform Gas Cylinder Operations to ensure that all gas cylinder locations are recorded and that all cylinders in the contractor's possession are maintained in a safe operating condition.

The Contractor shall maintain and utilize SAP to track all NASA and vendor owned cylinders. The gases contained in the cylinders are store stock items managed in SAP. The Contractor shall update SAP the same work day that a change in status occurs to ensure information in the system is current.

The Contractor shall segregate cylinders requiring EHL testing and coordinate the testing and transportation on the same day the cylinders are segregated.

The Contractor shall provide and attach identifying labels to NASA owned cylinders, if not present, for identification and inventory tracking purposes.

The Contractor shall segregate unserviceable cylinders from serviceable cylinders to ensure only serviceable cylinders are issued. The Contractor shall notify the Facilities Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 20 cylinders.

2.2.1 Cylinder Demurrage

The Contractor shall return vendor owned cylinders when no longer required at JSC to reduce demurrage charges.

The Contractor shall track demurrage charges in accordance with DRD AN-2-2, Vendor Owned Cylinder Demurrage Charges.

2.2.2 Cylinder Triennial Inventory

The Contractor shall inventory all cylinders, including those issued out to customers, by physically scanning cylinders and comparing results to the computerized asset tracking system. The Contractor shall contact customers and research records to resolve discrepancies. The Contractor shall provide results to the COTR in accordance with DRD AN-2-3, Cylinder Triennial Inventory Report.

2.3 Temporary Storage

The Contractor shall manage temporary storage for the purpose of safely and securely storing equipment on a temporary basis. The Contractor shall organize and track items in Temporary Storage by case files.

The Contractor shall evaluate available storage space, provide transportation to and from customer location, and pack and store items appropriately.

The Contractor shall complete add or removal actions, and update the database within 3 work days.

The Contractor shall complete a physical inventory annually of each case file ensuring items are accounted for and in the proper location. The Contractor shall complete the inventory and forward the Case File Folder to the COTR 30 days prior to the anniversary date the case file was established.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3	
2. AMENDMENT/MODIFICATION NO. 102		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REF. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058				7. ADMINISTERED BY (If other than item 6) Nancy G. Hubbell/BJ5 PH: 281.483.2514 Fax: 281.484.0995 Email: nancy.g.hubbell@nasa.gov			
L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				(4)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
						10B. DATED (SEE ITEM 13) 12/21/07	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4) 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) FAR 43.103(a) Mutual Agreement of Both Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 Modification 102 is to:							
1. Update Section H with 52.223-93 full text clause as provided.							
2. Update Section I with FAR 52.223-19 full text clause as provided.							
Change out pages provided.							
This modification is at no additional cost to the Government.							
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) KATRINA PARROTT, Program Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer			
15B. CONTRACTOR/OFFEROR <i>Katrina A. Parrott</i> (Signature of person authorized to sign)		15C. DATE SIGNED 10/17/11		16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i> BY (Signature of Contracting Officer)		16C. DATE SIGNED 10/24/11	

1. Update Section H.12 with full text clause entitled "Environmental and Energy Conservation Requirements (52.223-93) (Feb 2011) (JSC Procurement Instruction)"

**H.12 Environmental and Energy Conservation Requirements (52.223-93)
(Feb 2011) (JSC Procurement Instruction)**

(a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; and JWI 8570.1, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD [insert number], Environmental and Energy Consuming Product Compliance Reports.

(b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

(c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

2. Update Section I.8 with full text clause entitled " Compliance with Environmental Management Systems (FAR 52.223-19)

**I.8 Compliance with Environmental Management Systems
(FAR 52.223-19)**

COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR by reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.225-70	FEB 2000	EXPORT LICENSES Insert in Paragraph (b): NASA Johnson Space Center
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

H.2 KEY PERSONNEL AND FACILITIES (NFS 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.

Katrina A. Parrot
Program Manager

(b) (4)
Safety, Quality and Environmental Manager

(End of clause)

H.3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal for RFP No. NNJ07156871R, dated January 25, 2007, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H. 4. SPECIAL PROVISION FOR CONTRACT CHANGES FOR IDIQ

The parties agree that notwithstanding the provisions of Changes clause 52.243-2 Alternate II (AUG 1987) of this contract, no change made pursuant to such Clause shall give rise to an equitable adjustment in the estimated cost, fee, delivery schedule, or any other contract provision when said change causes an increase or decrease of \$ 50,000 or less in the estimated cost of this contract. Each change shall be controlling in making this determination, and such change shall not, for purposes of determining the applicability of this clause, be added to any other change(s). The parties recognize that several changes may be grouped together in a bilateral contract modification for definitization; however, the dollar value of each individual change will be controlling in determining whether or not an equitable adjustment is in order.

(End of clause)

H.5 CONTRACT ADJUSTMENT (Applicable to Completion Form Sections of the SOW as indicated)

(a) The parties agree that, notwithstanding the provisions of the "Changes" clause, no change made pursuant to such clause shall give rise to an equitable adjustment in the estimated cost or fee when said changes cause an increase or decrease of \$100,000 or less in the estimated cost of this contract. Each change shall be controlling making this

determination, and such change shall not, for purposes of determining the applicability of this clause, be added to any other change(s). The parties recognize that several changes may be grouped together in a bilateral contract modification for definitization; however, the dollar value of each individual change will be controlling in determining whether or not an equitable adjustment is in order.

(b) The elements of the completion form work described in the SOW are in some instances accompanied by historical workload data (e.g., number of disposal transactions, number of routine shipments performed and number of program stock items issued). This data represents the Government's estimates of the level of services required, and are only intended to reflect the amount of activity anticipated for those elements of work. Historical workload data does not constitute a limitation on the contractor's obligation to perform work in the areas to which they relate. The fact that the contractor has performed work that equals the historical workload data shall not relieve the contractor of its obligation to continue to perform such work to the extent it is required by the Government.

(End of clause)

H.6 CAPITAL EQUIPMENT

1. Introduction: The parties recognize the contractor may, from time to time during the basic period of performance of this contract, purchase equipment for the purpose of performing work described in the SOW. Any such capital equipment will be capitalized and depreciated in accordance with the contractor's established cost accounting practices and procedures, which must be in conformance to any applicable requirements and standards of this contract.
2. Contractor Records: The contractor agrees to maintain complete records of capital equipment that is subject to this clause. Such records shall include date of purchase, purchase price, depreciation schedule, and amount of depreciation recorded from time to time. The contractor further agrees to make these records available to the Contracting Officer promptly upon the latter's request, along with the contractor's best estimate of the undepreciated balance of each item.
3. Right to Purchase: The parties agree that if the Government does not extend the contract beyond the base period of performance, or does not thereafter contract with the Contractor for the performance of the same, or substantially the same services contemplated by this contract, the Contractor will, upon request by the Contracting Officer, transfer title to any equipment identified by the Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor.
4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the

end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

H.7 AWARD FEE/AWARD TERM

In order to motivate excellent performance by the Contractor, an Award Fee/Award Term (AF/AT) Performance Evaluation Plan (EP) has been included in Section J of this contract. This plan enables the Contractor to earn fee or additional period(s) of performance (called "terms") based upon evaluation of Contractor performance indicated in the AF/AT Performance EP.

1. Period of Performance

- a. Base Period** - The contract "base" period is 3 years (36 months). The Government may extend the base 3 year period of performance by 2 years in accordance with the clause F.4 "Option To Extend Completion Date, Terms and Conditions." Contract Year 1 is meant to resolve any transition issues associated with the new contract and new technical requirements without prejudice to the Contractor. Additionally, the contract period of performance may be further extended up to an additional 7 years in accordance with the contract's Award Fee/Award Term EP. The maximum contract period of performance shall not extend beyond 10 years. The contract base years, options and award term period of performance are illustrated in Appendix 4 – Award Fee/Award Term Schedule of the AF/AT EP.
- b. Plan A** – Plan A inaugurates the Award-Term feature on the Contract by awarding a 2-year award term (Contract Years 4 and Year 5). Contract Year 1 will be Cost-Plus-Award-Fee (CPAF) period where performance is rated but no award term will be earned. Contract Year 2 and 3 will be Cost-Plus-Fixed-Fee (CPFF). The combined average numerical score of the two evaluation periods of Contract Year 2 (evaluation period 3 and 4) and the first evaluation period of Contract Year 3 (evaluation period 5), will be evaluated in determining the award of award term Year 4 and Year 5. The Contractor must achieve a performance rating of "Very Good" or "Excellent" over these three evaluation periods to earn award term for Years 4 and 5.

Contract Years 4 through 8 will be CPFF. During award term years 4-8, the Contractor must achieve an adjective rating of "Excellent" to earn additional award term years. The combined average numerical score of evaluation period 6 of Contract Year 3 and evaluation periods 7 and 8 of Contract Year 4, will be evaluated in determining the award of award term Year 6. The remaining 6-month evaluation periods through evaluation period 16, as illustrated in Appendix 4 of the AF/AT EP, will be considered for an annual evaluation for the years indicated on the chart.

Since no additional award term can be earned in Contract year 9 and 10, the contract type converts to CPAF. The award fee determinations are those prescribed in the AF/AT EP. Final performance evaluation will be based on the terms set forth in the AF/AT EP including the Contractor's performance during the contract phase-out plan.

- c. **Plan B** - If the Contractor receives other than a "Very Good" or "Excellent" rating during the evaluation periods in award term years 2 and 3, or "Excellent" rating in evaluation periods of award term years 6-8, no additional award term years may be earned. Any existing award term years already earned will be converted to CPAF. The Government retains the right to exercise an additional 1-year CPAF period to allow the Government time to re-compete the procurement. The Contractor shall continue to perform to the terms and conditions as set forth in this contract. Final performance evaluation will be based on the terms set forth in the AF/AT EP including the Contractor's performance during the contract phase-out plan.

2. AF/AT Evaluation Plan

The AF/AT EP will provide for evaluation of both technical and cost performance and serves as the basis for any award fee or award term determinations. The AF/AT EP may be revised by the Government and re-issued to the Contractor 15 days prior to the commencement of any evaluation period. An Award Determination Official (ADO) will be appointed by the Government and is responsible for the overall AF/AT determinations.

3. Award Term Evaluation Factors

Award term evaluation factors are technical and cost criteria that are defined in the AF/AT EP. Any changes, deletions, or additions to the evaluation factors for a specific period may be made unilaterally by the Government and will be provided in writing to the Contractor 15 days prior to the commencement of the award-term period.

The Contractor's performance against the defined award term evaluation factors for the period will be the basis for the Government's determination of any earned award term.

4. AF/AT Term Administration

The AF/AT evaluation will be completed on a 6-month basis. During contract years 1, 9 and 10, any award fee determinations will be limited to one payment of award fee for each period. A 6-month evaluation will be used as the basis for each award fee period decision. In Contract Years 2 and 3, any award

determination will result in the possible award of 2 award term years for Years 4 and 5. The award term decision will be comprised of three successive 6-month evaluations. These 6-month interim evaluations will then be jointly considered for award term years 4 and 5. In Contract Years 6-8, any award determination will result in the possible award of an additional contract award term year. The award decision during Years 6-8 will be comprised of two successive 6-month evaluations. These 6-month interim evaluations will then be jointly considered for an annual evaluation.

During the years that the Award Fee provisions are in affect, the total possible Award Fee available to be earned is \$TBD. During the years that the Award Term provisions are in affect, the Award Fee amount will revert to a Fixed Fee at \$TBD.

If the Contractor does not achieve excellent performance in Year 4 through Year 8, the Government will have the ability to exercise sequential one 1-year CPAF options to allow time to begin a new procurement.

5. AF/AT Determinations

As prescribed in the AF/AT EP, the evaluated score will translate into an award fee earned or award-term "year" earned based on the evaluated performance.

6. Cancellation

Award terms that have been earned and awarded are subject to the "Termination" and "Limitation of Funds" clauses of this contract. The Government may cancel any unearned award term periods by providing written notice, preliminary or otherwise, to the Contractor not less than 30 days before the next award term earning period begins.

7. Review Process

The Contractor may request a review of the annual award term decision. The request shall be submitted in writing to the Contracting Officer within 7 days after notification of the award term decision. The ADO will review any award term decision. Decisions by the ADO are considered "Final" and not subject to further internal reviews or appeals.

8. Award Term Earned

If an annual award term evaluations results in the earning of additional term, a unilateral modification will be executed by the Government to reflect the increase to the period of performance and total contract value. In no event will the contract exceed the 10-year period of performance via the AF/AT process.

(End of clause)

H.8 ASSOCIATE CONTRACTOR AGREEMENT FOR JOHNSON SPACE CENTER

- (a) The success of Johnson Space Center (JSC) is dependent on the efforts of multiple Contractors. The Logistics Operations Contract (LOC) Contractor is a key participant. Other key contracts include the:

Facilities Contract: The Facilities Contract provides facilities maintenance and operations, repair, design, and construction services, and special events support.

Grounds Contract: The Grounds Contract provides grounds maintenance services, implementation of green-scape initiative, maintenance of grounds equipment, and special events support.

Custodial Contract: The Custodial Contract provides custodial services and special events support.

Environmental Contract: The Environmental Contract ensures environmental compliance, submits regulatory reports, identifying and attaining environmental goals, and implementation of an Environmental Management System.

Aircraft Maintenance & Modification Contract: The Aircraft Maintenance & Modification Contract provides maintenance and modification support to the Aircraft Operations Division fleet of aircraft located at Ellington Field.

- (b) In order to achieve efficient and effective implementation of JSC operations, the Contractor shall establish the means for coordination and exchange of information with associate Contractors. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements. The contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit JSC with increased safety, efficiency, and productivity.
- (c) Given the unique role of this contract, and interrelations with the operation, maintenance and utilization of the JSC, the Contractor will engage in cooperative relationships that facilitate effective management of the overall JSC effort.
- (d) To ensure successful operation of the JSC, the Contractor shall establish formal guidelines to address coordination, cooperation, and communication. All program elements shall work in a coordinated fashion. Each Contractor shall establish the means for the exchange of such data as needed to keep other project elements fully informed.

(End of clause)

H. 9 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which

includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H. 10 FEE ASSOCIATED WITH NON-LABOR RESOURCES (NLR)

Without otherwise affecting the applicability of the cost principles set forth in Part 31 of the Federal Acquisition Regulation, which are part of this contract pursuant to the clause entitled "Allowable Cost and Payment", the Contractor shall charge to the Government a fee rate not-to-exceed (b)(4) on all Non-Labor Resources (NLR) purchased in furtherance of contract performance. The Contractor shall charge to the Government a not-to-exceed award fee rate as identified in the appropriate Section B.3 Table for all costs other than NLR.

NLR are defined as material, equipment, Printer supplies/IT hardware, store stock, critical spares, furniture, costs associated with training and conferences, vehicles, Logistics Management System, uniforms and L&M Management software purchased in furtherance of contract performance.

- Material is defined as expendable items, apparatus, or supplies used on a recurring basis for the performance of a given task.
- Equipment is defined as an item of personal property, generally in the configuration of a mechanical, electrical, or electronic apparatus or tool, that may perform a function independently or in conjunction with other equipment or components.
- Printer supplies/IT hardware is defined as labels, papers, printer toners, and other small dollar items.
- Store Stock is defined as assets that are repetitively procured, stored, and issued on the basis of recurring demand.
- Critical spares are defined as assets held for emergencies for which there is no recurring demand.

(b) (4)

(b) (4)

(End of clause)

H. 11 NO COST MANAGEMENT SYSTEM (b) (4)

(b) (4)

(End of clause)

**H.12 Environmental and Energy Conservation Requirements (52.223-93)
(Feb 2011) (JSC Procurement Instruction)**

(a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; and JWI 8570.1, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD [insert number], Environmental and Energy Consuming Product Compliance Reports.

(b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by

external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

(c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

H. 13 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

H.14 ADMINISTRATIVE LEAVE (JSC Procurement Instruction 52.242-94) (SEP 2008)

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. Contractor personnel working on-site; and
2. Contractor personnel dedicated to the contract effort who are
 - A. working off-site within 10 miles of JSC; and
 - B. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is

expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.

2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far>

NASA FAR: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

JSC PI: http://officeofprocurement.jsc.nasa.gov/jpiprod/jpi_doc.htm

(End of Clause)

I.2 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPERACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.208-9	JUN 2006	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT Insert: 30 th in Paragraph (a)(3)
52.216-8	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT Insert "30 days" and "60 days", respectively, in paragraph (a). Insert "10 years" in paragraph (c).
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING

52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEPT 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-39	DEC 2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995) Insert "ammunition and weapon cleaning solvents" in paragraph (b).
52.223-4	OCT 1997	RECOVERED MATERIAL CERTIFICATION
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) (ALT II)
52.223-6	MAY 2001	DRUG-FEE WORKPLACE
52.223-9	AUG 2000	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-11	MAY 2001	OZONE-DEPLETING SUBSTANCES
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL As modified by 18.52.227-14 NASA FAR Supplement (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.228-8	MAY 1999	LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT (ALTERNATE I, FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE II) (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (ALTERNATE I) (JUN 2007)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-2	JUN 2007	GOVERNMENT PROPERTY INSTALLATION OPERATIONS SERVICES
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS Insert: (a) NASA-JSC (b) NASA-JSC, NNJ08JA01C, NASA CONTRACTING OFFICER
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES

52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SERVICES VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESS
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

I.3 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of the NASA Johnson Space Center Procurement Officer and shall not be binding until so approved.

(End of clause)

I.4 Order Limitations (FAR 52.216-19) (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$1,000,000;
- (2) Any order for a combination of items in excess of \$1,000,000; or
- (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the

Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

Note: This clause refers to work identified as IDIQ.

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after contract expiration, including any extensions provided under FAR Clauses 52.217-8 and 52.217-9.

(End of clause)

I.6 PAYMENT FOR OVERTIME PREMIUMS (52.222-2)(JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ 750,000 or the overtime premium is paid for work.

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

**I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(FAR 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

Employee Class

Monetary Wage--Fringe Benefits

SEE SECTION J, ATTACHMENT E – SF 98

(End of clause)

**I.8 Compliance with Environmental Management Systems
(FAR 52.223-19)**

COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

(End of clause)

**I.9 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2007)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored,

generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810

requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

- (i) Current or recent national security clearances (within last three years);
 - (ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or
 - (iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.
- (d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.
- (e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.
- (f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.
- (g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts
- (1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
 - (2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.10 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lucy V. Kranz, Associate Director (Management)
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-0490
Fax: 281-483-2200
Email: lucy.v.kranz@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

I.11 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I.12 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the

enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 13 PAGES	
2. AMENDMENT/MODIFICATION NO. 121		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) Nancy G. Hubbell, Contract Specialist PH: 281.483.2514 Email: nancy.g.hubbell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/07	

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(✓)	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.
X	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:
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ 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 incorporate the most recent Department of Labor Wage Determination into the contract. Section J Attachment E entitled "U.S. Department of Labor Wage Determinations" is replaced in its entirety by the following Wage Determination, WD 2005-2516 Revision 14 and CBA-WD 2006-623 Rev 3. This covers non exempt L&M employees and L&M employees not covered by CBA-2006-623.

This modification is administrative in nature and is at no cost to the Government.

(See attached)

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer)	16C. DATE SIGNED 4/4/12
(Signature of person authorized to sign)			

Logistics Support Services

US Department of Labor

Wage Determination

Attachment E

WD 05-2516 (Rev.-14) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2516
Revision No.: 14
Date Of Revision: 06/13/2011

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76

05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57

12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43

15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning	21.04

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.95
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services	13.83
Coordinator	
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51

28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32

31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-623
Revision No.: 3
Date Of Last Revision: 2/8/2012

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Logistics Support Services.

Collective Bargaining Agreement between contractor: L&M Logistics Team, and union: International Brotherhood of Teamsters Local 968, effective 3/1/2009 through 8/31/2018 and amended on 3/1/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 12 PAGES	
2. AMENDMENT/MODIFICATION NO. 122		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than item 6) Nancy G. Hubbell/BJ5 PH: 281.483.2514 Fax: 281.484.0995 Email: nancy.g.hubbell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13) 12/21/07

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 5 and 15, and returning one (1) copy 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 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. APPROPRIATING AND APPROPRIATION DATA (If required)

N/A

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

(4)	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 1 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 definitize the Contractor's Request for Equitable Adjustment (REA), dated March 14, 2012 which was proposed for the cumulative amount of \$(b) (4) for estimated cost for the 12 month period March 1, 2012 through February 28, 2013 for the completion form portion of the contract only.

The parties mutually agreed to definitize the REA for the amount below:

CY5 3/1/2012 - 2/28/2013: (b) (4) Estimated Cost

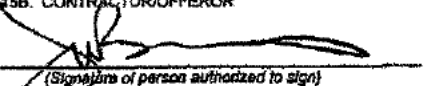
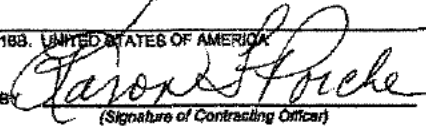
Section F Clause F.4 Paragraph II (Plan B) Year 4 and Year 5 are obsolete and were not updated.

The effect of this definitization is to make an upward adjustment in estimated cost for Contract Year 5; therefore, Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - Table B.3.1 - Plan A, Table B.3.2 - Plan B; and Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions - Paragraph I (Plan A) and Paragraph II (Plan B) will be updated (see attached).

This definitization represents a full, complete, and equitable adjustment to the contract. All terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modification agreed to herein, the Contractor's complete equitable adjustments for the Contractor's Speedy Pack and GSA Vehicles CY5 proposals for adjustment, 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 proposals for adjustment.

(See attached replacement pages for Section B and Section F)

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.

16A. NAME AND TITLE OF SIGNER (Type or print) Justin W. Barnes, Deputy Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/17/12	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)	16C. DATE SIGNED 5/18/12

B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

	Base Period				Award Terms							
Logistics Operations Contract	Phase-In Period	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms		Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee												
Fixed Fee												
Total												
	(b) (4)											\$80,005,691

(b) The total estimated cost and fee under Plan B are as follows:

Table B.3.2 – Plan B

	Base Period				Option Period								
Logistics Operations Contract	Phase-In Period	Base Period											Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years	
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	CPAF	CPAF	CPAF		
Total Estimated Cost	(b) (4)												
Award Fee													
Fixed Fee	(b) (4)												
Total	(b) (4)											\$79,829,204	

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F.2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 50 mile radius of the surrounding geographical area
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2013.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.		

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2014.</u>		

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$79,852,662	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 4:** 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost		
and to increase maximum available award fee	(b) (4)	
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$79,676,175	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
 NASA Johnson Space Center
 Building 421
 2101 NASA Parkway
 Houston, TX 77058-3696

Mark for: Accountable Property Officer
 Mark with: Purchase Request No. TBD
 Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
 Vincent L. Johnson
 Mail Code: JB, Bldg. 419, Rm. 128A

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F. 7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in ¼-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM: OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____

Destination: _____".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Bobby Boyd
Contract Transportation
2101 NASA Parkway
M/C JB
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6526. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces
- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 124	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. n/a	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (if other than item 6) Shine Lin, Contract Specialist PH: 281.792.7845 Email: Shine.Lin@nasa.gov	CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C 10B. DATED (SEE ITEM 13) 12/21/07	
CODE			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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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) H.7 Award Fee/Award Term Plan

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

As a result of the Award Term evaluation for the period of 9/1/10-2/29/12 with a rating of "Excellent" as well as meeting the cost-gate on the contract and in accordance with Clause H.7 entitled "Award Fee/Award Term" as well as the Section J-D "Award Fee/Award Term Plan", Plan A Option 3 (Contract Years 6) is awarded per Section F Clause F.4 Year 6.

Section F.3 Completion of Work shall be modified as follows:

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) Katrina Parrott, Program Manager		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Katrina Parrott</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/2/12	15B. UNITED STATES OF AMERICA BY <i>Karon F. Porche</i> (Signature of Contracting Officer)	15C. DATE SIGNED 5/3/12

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
COMPUTER GENERATED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.24

Clause F.3 is changed to read as follows:

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2014.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 12

2. AMENDMENT/MODIFICATION NO.

125

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

N/A

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (if other than item 6)

CODE

BJ5

Nancy G. Hubbell/BJ5
PH: 281.483.2514 Fax: 281.484.0995
Email: nancy.g.hubbell@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

L&M Technologies, Inc.
Attn: Katrina Parrott
4209 Balloon Park Rd NE
Albuquerque, NM 87109-5861

(4)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNJ08JA01C

10B. DATED (SEE ITEM 13)

12/21/07

CODE

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 one (1) copy 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 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)

N/A

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

(4)	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 data, 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) 52.243-2 CHANGES - COST-REIMBURSEMENT(AUG 1987) ALTERNATE II (APR 1984), MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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 definitize the Contractor's Request for Equitable Adjustment (REA), dated March 29, 2012 and the revision dated 5/17/2012, which was proposed for the total amount of (b) (4) for estimated cost and fixed fee for the 8 month period April 1, 2012 through September 30, 2012 for the completion form portion of the contract only.

The parties mutually agreed to definitize the REA for the amount below:

CY5 3/1/2012 - 2/29/2013: (b) (4) Estimated Cost and (b) (4) Fixed Fee

Section F Clause F.4 Paragraph II (Plan B) Year 4 and Year 5 are obsolete and were not updated.

The effect of this definitization is to make an upward adjustment in estimated cost for Contract Year 5; therefore, Section B, Clause B.3 entitled "Estimated Cost, Award Fee, Fixed Fee, Award Term - Table B.3.1 - Plan A, Table B.3.2 - Plan B; and Section F, Clause F.4 entitled "Option to Extend Completion Date, Terms and Conditions - Paragraph I (Plan A) and Paragraph II (Plan B) will be updated (see attached).

This definitization represents a full, complete, and equitable adjustment to the contract. All terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's Bondroom CY5 proposals for adjustment, 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 proposals for adjustment.

(See attached replacement pages for Section B and Section F)

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)

Katrina Parrott, Program Manager, L&M
Technologies

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Karon F. Porche, Contracting Officer

15B. CONTRACTOR/OFFEROR

See Katrina Parrott

15C. DATE SIGNED

6-1-12

16B. UNITED STATES OF AMERICA

BY Karon F. Porche
(Signature of Contracting Officer)

16C. DATE SIGNED

6/1/12

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B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

Logistics Operations Contract	Base Period				Award Terms						
	Phase-In Period	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms	
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF
Total Estimated Cost	(b) (4)										
Award Fee	(b) (4)										
Fixed Fee	(b) (4)										
Total	(b) (4)										\$90,155,768

(b) The total estimated cost and fee under Plan B are as follows:

Table B.3.2 – Plan B

	Base Period				Option Period								
Logistics Operations Contracts	Phase-In Period	Base Period											Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years	
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	CPAF	CPAF	CPAF		
Total Estimated Cost	(b) (4)												
Award Fee													
Fixed Fee													
Total	(b) (4)											\$79,979,281	

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F.2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 50 mile radius of the surrounding geographical area
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2013.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.		

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2014.</u>		

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(b) (4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	(b) (4)	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(b) (4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$80,002,739	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 4:** 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		\$79,826,252

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
 NASA Johnson Space Center
 Building 421
 2101 NASA Parkway
 Houston, TX 77058-3696

Mark for: Accountable Property Officer
 Mark with: Purchase Request No. TBD
 Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
 Vincent L. Johnson
 Mail Code: JB, Bldg. 419, Rm. 128A

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F. 7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in 1/4-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM; OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____

Destination: _____".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Bobby Boyd
Contract Transportation
2101 NASA Parkway
M/C JB
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6526. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces

- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000134		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Johnson Space Center Attn: Homero Rangel/BJ5 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Homero Rangel/BJ5 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Katrina Parrott 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	
CODE 0FWD5		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	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 3 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: (1) add clause I.12 - FAR 52.232-99, PROVIDING ACCELERATED PAYMENT OF SMALL BUSINESS SUBCONTRACTORS. This clause will require an update to two contract Sections, Section A and Section I., (2) in addition this modification will update Section A to incorporate Clause I.8 FAR 52.223-19, COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEM, which was previously added to Section I but not Section A.

All other terms remain unchanged.

Replacement pages are provided.

Payment Terms:

Net 30 days

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) Katrina Parrott, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yararet Marquez	
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)	15C. DATE SIGNED 9/6/12	15B. UNITED STATES OF AMERICA Yararet Marquez (Signature of Contracting Officer)	16C. DATE SIGNED 9/6/2012

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
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FAR (48 CFR) 53.243

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- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.13 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012)(DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business

subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

5

2. AMENDMENT/MODIFICATION NO.

Modification 138

3. EFFECTIVE DATE

10/1/2012

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

BJ

7. ADMINISTERED BY (If other than Item 6)

CODE

BJ5

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

L&M Technologies, Inc.
Attn: Katrina Parrott
4209 Balloon Park Rd. NE
Albuquerque, NM 87109-5861

(9)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNJ08JA01C

10B. DATED (SEE ITEM 13)

12/21/2007

CODE

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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data 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.

FAR 52.243-2, CHANGES--COST-REIMBURSEMENT (ALT. II) (APR 1984)

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:

D. OTHER: Specify type of modification and authority)

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.)

Effective October 1, 2012, the Statement of Work, its attachments, enclosures and affected contract documents will be modified to reflect reductions in work as listed on pages 2-5. This action results in a contract value reduction and the contractor shall submit a credit proposal with "From/To" language in response to this modification within 30 days.

The Not To Exceed value is: \$0.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

Yaranet G. Marquez

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

SOW Part No.	Part/SUB-Part Title	Current Performance Standard (Generalized)	New Performance Standard (Generalized)
1	CONTRACT ADMINISTRATION		
1.11.7	MAINFRAME APPLICATIONS SYSTEMS	The NASA Equipment Management System (NEMS)	All NASA organizations shall use the NASA Integrated Asset Management (IAM) Property, Plant, and Equipment (PP&E) System described in NPD 4200.1 and the NASA Interim Directive Equipment Manual NM 4200.62, to identify, account for, and control Center-held equipment. The NASA PP&E System is an Agency-wide tool hosted at the NASA Enterprise Applications Competency Center (NEACC) which is located at NASA's Marshall Space Flight Center. The NASA PP&E System consists of the following components: systems, applications, and products (SAP); N-PROP, the Web-based front end; DSPL, the DiSPoSaL component; and Business Warehouse (BW) (Appendix B). The SAP component contains the following modules: the Asset Accounting (containing the Asset Master Records (AMR) and Plant Maintenance (containing the Equipment Master Records (EMR).
			Change referenced system names to: 1.11.7.1 NEMS = N-PROP 1.11.7.2 NSMS = MMI 1.11.7.3 NPDMS = DSPL.
2	SUPPLY MANAGEMENT		
2.1.2	Cataloging Function	add items to stock withing 3 work days review JSC purchases in SAP within 3 work days	Add items to stock withing 10 work days review JSC purchases in SAP within 5 work days
2.1.3.3	Excess Disosal Transactions	2 Work Days	5 Work Days
2.1.4.1	Receipts	2 Work Days	5 Work Days
2.1.4.2	Routine Issues	2 Work Days	5 Work Days
2.1.4.3	Work Stoppage Issues	Within 15 minutes for hand carries. Within 4 hours for deliveries.	Work Stoppage requests will be processed the same work day if received before 2:00 pm.
2.1.4.4	Carpet Operations		The Contractor shall receive carpet and update SAP within 4 work days to ensure availability. The Contractor shall pull and stage carpet for delivery prior to the required delivery date. All carpet requests must be approved by the COTR or designee. Installation, removal, and repair are performed by the COD Facilities Contractor
2.1.5.1	Program Stock Receipts	Hardware received and updated in SAP within 5 work days.	Hardware received and updated in SAP within 10 work days.
2.1.5.2	Program Stock Issues	Issue program stock and update SAP for requests received by 12:00 pm, and the next work day for requests received after 12:00 pm.	Issue program stock and update SAP within 2 work days of receipt.
2.1.6	Inventory Reconciliation	Take necessary action within 3 work days when a discrepancy is identified	Take necessary action within 6 work days when a discrepancy is identified
2.1.7.2	Sample Inventories	Complete the inventory and document reconciliation within 90 calendar days from the date of the failed sample.	Complete the inventory and document reconciliation within 100 days from the date of the failed sample.
2.1.7.3	Wall-to-Wall (Lot) Inventories	Complete all actions by September 30, 2013.	Complete all actions by September 30, 2014

2.2	Gas Cylinder Operations	The Contractor shall update SAP the same work day that a change in status occurs.	The Contactor shall update SAP within 2 work days following a change in status.
		Segregation of cylinders requiring EHL testing and coordination and coordinate testing and transportation on the same day the cylinders are segregated.	Segregation of cylinders requiring EHL testing and coordination and coordinate testing and transportation within 2 work days once the cylinders are segregated.
		Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 20 cylinders.	Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 25 cylinders.
2.3	Temporary Storage	Contractor to perform annual physical inventory of each case file.	Moved annual physical inventory function to Part 6 Property Management. EMR's to perform this function.
3	OFFICE FURNISHINGS		
3		The Contractor shall receive, issue, connect, disconnect, repair and inventory office furnishings and manage carpet operations.	The Contractor shall receive, issue, connect, disconnect, repair and inventory office furnishings
3.1	Receive New Furniture	Receive furniture and warehouse it within 5 work days to ensure availability.	Receive furniture and warehouse it within 10 work days to ensure availability.
3.1.2	Receive Furniture Returned from Field	Segregate furniture as unusable needing repair, or excess, and take appropriate action within 2 work days.	Segregate furniture as unusable, needing repair, or excess, and take appropriate actions within 10 days
	b. Needing Repair	Contractor shall repair to usable condition and warehouse.	Contractor shall repair to usable condition prior to issuing
3.1.3	Issue Furniture	Ensure a duplicate key is available in case of loss.	Ensure, when possible, a duplicate key is available in case of loss
3.1.5	Repair Furniture	Contractor shall process repair requests within 2 work days of receipt of request.	Contractor shall process repair requests within 10 work days of receipt of request.
3.2	Carpet Operations		
4.1	Routine Moving and Hauling Services		The Contractor shall complete routine moving and hauling requests within 15 days, but not less than 3 days of receipt to ensure items are transported safely and timely from and to requested location.
4.4	Quick Dispatch Services	Provide pick-up and delivery of non-bulk from one location to another within 2 hours.	This service will be deleted to provide an additional truck and crew in Central Receiving to support "Routine Deliveries".
5	MOVE COORDINATION	Contractor to provide coordination of planning, execution, and completion of moves.	Part 5 will be deleted from the SOW, and the paragraph describing the Move Coordination function will be included in the IDIQ Task Order for "General Moves" following minor revisions.
6	PROPERTY MANAGEMENT		
6.1	NEMS Accountability		
6.1.1	NEMS Database Reports	Contractor to generate and distribute all requested and system-generated reports.	This requirement will be deleted since the replacement system, "SAP" allows users to generate their own reports.
6.1.2	Processing NEMS Documentation		
		Receive documentation and update the NEMS database.	Receive documentation and update the SAP database
		Input new records and update record changes within 3 work days	Input new records and update record changes within 5 work days
		Provide copies of transactions processed on capital equipment to FMD no later that COB the next day.	Provide copies of transactions process on capital equipment to FMD within 2 work days.
		Contractor shall suspense all Capital property received during the month and not finalized into the NEMS database and provide FMD a copy of the documentation at the end of the month.	Contractor shall suspense all Capital property received during the month and not finalized into the SAP database and provide FMD a copy of the documentation by the end of the month.
6.2	Archival Documentation	Contractor shall archive daily comments within 3 work days after NEMS is updated and archive all end of year documents with 45 work days at Government fiscal year end.	Contractor shall archive daily comments within 15 work days after SAP is updated and archive all end of year documents with 60 work days at Government fiscal year end.

6.3	Inventory Management	Contractor shall use NEMS to conduct an annual wall-to-wall inventory.....to determine completeness and accuracy of NEMS.	Contractor shall use SAP to conduct an annual wall-to-wall inventory to determine completeness and accuracy of SAP.
		The Contractor shall ensure property located remotely is verified through written confirmation.	Delete this specific requirement, and replace with the requirement for performing a "sampling survey".
			The Contractor shall complete a physical annual inventory on temporary storage case files in conjunction with performing the annual equipment inventories.
6.4.1	Perform Investigation		
6.4.2	Process Report of Survey		
6.4.3	Located Property	Physically scan the NASA NEMS tag on all located property identified as "missing".....and update the NEMS database within 3 work days.	Physically scan the NASA ECN tag on all located property identified as "missing" and update the SAP database within 5 work days.
6.5.1	Tagging Property	Maintain property identification records in NEMS.	Maintain property identification records in SAP.
		Complete the tagging process within 3 work days of receipt documentation.	Complete the tagging process within 5 work days of receipt documentation.
6.5.2	Detagging Property	Apply a U.S. Government decal and update NEMS to ensure accurate records.	Apply a U.S. Government decal and update SAP to ensure accurate records.
		Complete the Detagging process within 3 work days of receipt documentation.	Complete the Detagging process within 5 work days of receipt documentation.
7.1	Disposal Documentation	The Contractor shall process and pick up excess property within 5 work days of request.	The Contractor shall pick up excess property within 30 work days of request.
7.2	Archival Documentation	The Contractor shall archive daily documents within 3 work days after NPDMS is updated and all end of year documents within 45 days at fiscal year end.	The Contractor shall archive daily documents within 15 work days after DSPL is updated and all end of year documents within 60 days at fiscal year end.
7.3	Warehouse Receipts	Contractor shall receive excess property, perform physical inspection, resolve all discrepancies, and update NPDMS within 5 work days.	Contractor shall receive excess property, perform physical inspection, resolve all discrepancies, and update DSPL within 20 work days.
7.5	Wiping of Computers		The contractor shall perform digital media destruction as defined in NASA IT Security Handbook, ITS-HBK-2810.11.02, Chapter 2, Media Protection: Digital Media Sanitization.
7.6	Process Requests for Excess Government/Federal Property	The Contractor shall process requests within 5 work days of receipt.	The Contractor shall process requests within 10 days of receipt.
7.7	Scrap/Abandonment/Destructionwith COTR approval, within 5 work days to ensure efficient redistribution and utilization methods.with COTR approval, within 30 work days to ensure efficient redistribution and utilization methods.
7.8	GSA Sales	The Contractor shall reconcile GSA listing with NPDMS to ensure all items are captured for the sale within 3 work days.	The Contractor shall reconcile GSA listing with DSPL to ensure all items are captured for the sale within 15 work days after receipt of item.
7.11	Physical Inventory	The Contractor shall complete physical count with 5 work days.	The Contractor shall complete physical count within 30 work days.
		The Contractor shall reconcile, update NPDMS, and prepare a Final Inventory Report with 20 work days of count completion and provide results to the COTR.	The Contractor shall reconcile, update DSPL, and prepare a Final Inventory Report with 60 work days of count completion and provide results to the COTR.
8.1	Packing and Shipping Operations		
8.1.1	Routine Shipments	The Contractor shall process routine shipments within 4 work days of receipt of item or documentation.	The Contractor shall process routine shipments within 5 work days of receipt of item or documentation.

8.1.2	Priority Shipments	The Contractor shall process all priority shipments to meet the identified deliver date on the shipping documents, if the delivery date identified is within 3 work days of date received.	The Contractor shall process all priority shipments within 4 work days of the delivery date specified on the shipping documents, if received by 2:00 pm. If received after 2:00 pm, then processed within the next 4 work days.
8.1.3	Hazardous Materials Shipments	A hazardous materials shipment shall always be processed as a priority shipment.	Delete this first sentence of the requirement. Combine this requirement with 8.1.4, Critical Shipments, and revise the title to "Critical and Hazardous Shipments".
8.1.4	Critical Shipments	A critical shipment shall always be processed as a priority shipment.	Delete this first sentence of the requirement. Combine this requirement with 8.1.3, Hazardous Materials Shipments, and revise the title to "Critical and Hazardous Shipments".
8.2	Accounting and Shipment Tracking		This requirement will be deleted.
9.3.1	Routine Receipts	The Contractor shall process routine receipts no later than the second work day after receipt of item to ensure timely delivery of freight.	The Contractor shall process routine receipts to ensure timely delivery of freight.
			A. Routine Receipts which "Do Not Require Inspection" will be processed within 10 work days.
			B. Routine Receipts which "Require Inspection" will be processed within 15 work days.
9.3.2	Priority Receipts	The Contractor shall process priority receipts on the same work day item is received.	The Contractor shall process priority receipts within 2 work days, if received by 2:00 pm. If received after 2:00 pm, it will be processed within the next 2 work days. A. Priority Receipts which "Do Not Require Inspection" will be processed within 3 work days. B. Priority Receipts which "Require Inspection" will be processed within 5 work days.
9.3.2.4	Work Stoppages	From time to time, a customer will request receiving activities be performed in an expedited manner. The Contractor shall perform work stoppage receipts within 2 hours of receipt to ensure timely delivery.	Work Stoppages will be processed within 2 days of the receipt of the request.
10.1.1	Passenger Van Service		This item will be deleted.
10.1.2	Driver Services	Driver service requirements may include: VIP visits, astronaut office support, educational organizations, and various group tours.	Driver service requirements may include VIP visits, astronaut office support, educational programs, and other occasions as identified by the COTR.
11.3	Coordinate and Support Special Events		Remove "electrical hookups, portable toilets, grounds maintenance, and trash receptacles."
11.3	Coordinate and Support Special Events		Remove "all aspects of the" and "including functions performed under other COD contracts. Those functions include construction, custodial, electrical, furniture, maintenance and operations, security, and transportation."
11.6	Space Shuttle Close-Out Equipment Transition	The Contractor shall support the Space Shuttle close-out activities as the Space Shuttle Fleet is scheduled to be de-commissioned in Fiscal Year 2010.	The Contractor shall support the Space Shuttle close-out activities as the Space Shuttle Fleet is scheduled to be de-commissioned in Fiscal Year 2012, and all equipment transition activity to be completed by January 1, 2013.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1	15
2. AMENDMENT/MOD NO. 000146		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO	
NASA/Johnson Space Center Attn: Homero Rangel 2101 NASA Parkway Houston, TX 77058		CODE JSC		7. ADMINISTERED BY NASA/Johnson Space Center 2101 NASA Parkway Houston, TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) L&M Technologies Attn: Katrina Parrott 4209 Balloon Park Rd. NE Albuquerque, NM 87109-5861				(9)		9A. AMENDMENT OF SOLICITATION NO	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				(10)		10A. MOD. OF CONTRACT/ORDER No NNJ08JA01C	
CODE 0FWD5		FACILITY CODE		<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13) 12/21/07	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR 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:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy 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 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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (if required)							
<i>Financial Management</i>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> 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.							
<input type="checkbox"/> 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).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties							
IMPORTANT: Contractor (is or is not) required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this modification is to incorporate the negotiated values of the Contractor's Request for Equitable Adjustments (REA) proposals entitled, "Bond Room Storekeeper Services", "Purchase Card Purchases Receiving", FY 2012 Year End Purchases Receiving" and "ACES Deliveries Receiving". This action requires updating of clauses; B.3 entitled, "Estimated Cost, Award Fee, Fixed Fee, Award Term", F.4 entitled, "Option to</p>							
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) Katrina A. Parrott, Program Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER Yaranet G. Marquez			
15B. CONTRACTOR/OFFEROR Katrina A. Parrott (Signature of person authorized to sign)		3/4/13		16B. UNITED STATES OF AMERICA Yaranet G. Marquez (Signature Of Contracting Officer)		16C. DATE SIGNED 3/4/2013	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT I D CODE		PAGE OF PAGES	
2. AMENDMENT/MOD NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO	
CODE				7. ADMINISTERED BY		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)				(9)		9A. AMENDMENT OF SOLICITATION NO	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				(10)		10A. MOD. OF CONTRACT/ORDER No	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>(a) By completing items 8 and 15, and returning one (1) copy 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 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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (if required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> 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.							
<input type="checkbox"/> 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).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Extend Completion Date, Terms and Conditions", and Section- J Appendix 3, entitled, "Award Fee Distribution". Further details provided on the following page. Change-out pages are provided.							
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)				16A. NAME AND TITLE OF CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	

1. Clause B. 3 entitled, "ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM" is revised to incorporate the negotiated values of the following REAs; Bond Room Storekeeper Services, Purchase Card Purchases Receiving Services, FY 2012 Year-end Purchases Receiving Services, and ACES Deliveries Receiving Services.

FILE 1

- "REA: Bond Room Storekeeper Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4) for the period October 1, 2012 through February 28, 2018.

Contract Year Breakdown

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 5 (10/1/12 - 2/28/13)	(b) (4)		
Contract Year 6 (3/1/13 - 2/28/14)			
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
TOTAL COSTS			

NOTE: for brevity, the values in the table above are the same values that affect Section B.3, Section F.4, and Section J- Attachment D.

FILE 2

- "REA: Purchase Card Receiving Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4).
- "REA: Fiscal Year 2012 Year-end Purchases Receiving Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4).
- "REA: ACES Deliveries Receiving Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4).

NOTE: The 3 REAs detailed above are for the period: March 1, 2012 through August 31, 2012 and therefore only affect Contract Year 5.

Contract Year Breakdown:

CONTRACT YEAR 5 COSTS	COST	FEE	TOTAL
Bank Card Purchases (CY 5)	\$	(b) (4)	
CY 5 Year End Purchases (CY 5)	\$		
CY 5 ACES Deliveries (CY 5)	\$		
TOTAL COSTS	\$		

NOTE: For brevity, the values in the table above are the same values that affect Section B.3, Section F.4, and Section J- Attachment D.

2. Clause F.4 entitled, "OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS" is updated to incorporate the negotiated values of the following REAs; Bond Room Storekeeper Services, Purchase Card Purchases Receiving Services, FY 2012 Year-end Purchases Receiving Services, and ACES Deliveries Receiving Services.

FILE 1

- "REA: Bond Room Storekeeper Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4).

FILE 2

- "REA: Purchase Card Receiving Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price (b) (4).
 - "REA: Fiscal Year 2012 Year-end Purchases Receiving Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4).
 - "REA: ACES Deliveries Receiving Services" negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4).
3. Section J- Attachment D, entitled "AWARD FEE/AWARD TERM EVALUATION PLAN" is updated to incorporate the negotiated values of the following REAs; Bond Room Storekeeper Services, Purchase Card Purchases Receiving Services, FY 2012 Year-end Purchases Receiving Services, and ACES Deliveries Receiving Services.

FILE 1

- “REA: Bond Room Storekeeper Services” negotiated Cost and Fee is (b) (4), respectively, for a Total Price (b) (4)

FILE 2

- “REA: Purchase Card Receiving Services” negotiated Cost and Fee is (b) (4) respectively, for a Total Price of (b) (4)
- “REA: Fiscal Year 2012 Year-end Purchases Receiving Services” negotiated Cost and Fee is (b) (4) respectively, for a Total Price of (b) (4).
- “REA: ACES Deliveries Receiving Services” negotiated Cost and Fee is (b) (4), respectively, for a Total Price of (b) (4)

4. Replacement pages are attached.
5. All other terms and conditions remain unchanged

SECTION B

B.3 ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM

(a) The total estimated cost, award fee, fixed fee, and award terms under Plan A are as follows:

Table B.3.1 – Plan A

Logistics Operations Contract	Base Period				Award Terms							
	Phase-In Period	Base Period			Middle Terms	Middle Terms	Middle Terms	Middle Terms	Middle Terms	Final Terms		Totals
	(54 Days)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	All Years
Contract Type	FFP	CPAF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPFF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee												
Fixed Fee												
Total	(b) (4)											\$80,946,517

SECTION B

(b) The total estimated cost and fee under Plan B are as follows:

Table B.3.2 – Plan B

Logistics Operations Contract	Phase-In Period (54 Days)	Base Period			Option Period							Totals
		Base Period										All Years
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Contract Type	FFP	CPAF	CPFF	CPFF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF	CPAF	
Total Estimated Cost	(b) (4)											
Award Fee	(b) (4)											
Fixed Fee	(b) (4)											
Total	(b) (4)											\$80,770,030

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F.2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 50 mile radius of the surrounding geographical area
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2014.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 29, 2012.</u>		

YEAR 5: 3/1/2012 -- 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.		

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		\$80,793,488

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

II. These are pre-priced options that apply to Plan B if it is implemented:YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 29, 2012.</u>		

YEAR 5: 3/1/2012 - 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2013.</u>		

YEAR 6: 3/1/2013 - 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2015.</u>		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000,		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost		
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$80,617,001	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
NASA Johnson Space Center
Building 421
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer
Mark with: Purchase Request No. TBD
Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
Vincent L. Johnson
Mail Code: JB, Bldg. 419, Rm. 128A

(End of clause)

APPENDIX 3 – AWARD FEE DISTRIBUTION

Award Fee Distribution				
Contract Year	Evaluation Period Number	Evaluation Periods	Available Fee	Earned Fee
Phase-In	N/A	Jan. 7, 2008 – Feb. 29, 2008	N/A	N/A
Contract Year 1	1	March 1, 2008 – Aug. 31, 2008	(b) (4)	(4)
	2	Sept. 1, 2008 – Feb. 28, 2009		
Contract Year 9	17	March 1, 2016 – Aug. 31, 2016		
	18	Sept. 1, 2016 – Feb. 28, 2017		
Contract Year 10	19	March 1, 2017 – Aug. 31, 2017		
	20	Sept. 1, 2017 – Feb. 28, 2018		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 55	
2. AMENDMENT/MODIFICATION NO. S/A 149		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (if other than item 6) NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd. NE Albuquerque, NM 87109-5861				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
						10B. DATED (SEE ITEM 13) 12/21/2007	
CODE				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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data 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.

	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 (Aug 1987) (ALT. II) (APR 1984)
	D. OTHER: Specify type of modification and authority)

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.)

CONTINUED ON THE NEXT PAGE

15A. NAME AND TITLE OF SIGNER (Type or print) Katrina A. Parrott		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet G. Marquez	
15B. CONTRACTOR/OFFEROR <i>Katrina A. Parrott</i>	16C. DATE SIGNED 4/17/13	16B. UNITED STATES OF AMERICA <i>Yaranet G. Marquez</i>	16C. DATE SIGNED 7/17/2013
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 COMPUTER GENERATED FAR (48 CFR) 53.24	

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

SF30, Block 14

The purpose of this Supplement Agreement is to:

Definitize Contract Change Order No. 138, dated September 26, 2012 which incorporated a descope in requirements over the period of performance from October 1, 2012 through February 28, 2018.

The negotiated Completion Form descope in contract value for cost and fee is (b) (4) respectively, for a Completion Form Total Value reduction of (b) (4)

Under the terms and conditions for the UCA, it was determined that SOW Part 5, entitled, "Space Utilization and Move Coordination" would be removed from the Completion Form portion of the contract and moved to the IDIQ portion of the contract. The negotiated IDIQ scope increase in contract value for cost and fee is (b) (4) and (b) (4), respectively, for a IDIQ Maximum Total Value increase of (b) (4)

Completion Form Negotiated Settlement by Contract Year

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 5 (10/1/12 - 2/28/13)	(b) (4)		
Contract Year 6 (3/1/13 - 2/28/14)			
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
TOTAL COSTS			

NOTE: The new values in the table above are the same values that affect Section B.3, Section F.4, and Section J- Attachment D, Appendix 3.

IDIQ Negotiated Settlement by Contract Year

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 5 (10/1/12 - 2/28/13)	(b) (4)		
Contract Year 6 (3/1/13 - 2/28/14)			
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
TOTAL PRICE			

NOTE: The new values in the table above are incorporated into Section B.5.

As a result of this Supplement Agreement, the following changes are made to the contract:

1. Update Section B.3, "Estimated Cost, Award Fee, Fixed Fee, Award Term".
2. Update Section B.5, "Indefinite Delivery/Indefinite Quantity (IDIQ)".

3. Delete Section C, "Statement of Work" in it's entirety and replace with the attached Section C.
4. Delete Section F, "Deliveries or Performance" in its entirety and replace with the attached Section F.
5. Update Section J, Attachment D, Appendix 3 "Award Fee Distribution".

In consideration of the modification(s) agreed to herein as full and complete equitable adjustment for the changes set forth herein and all claims arising out of or attributable to the issuance of contract changes and/or contractor proposals listed herein, 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 these changes.

1. Clause B. 3 entitled, "ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM" is revised as follows:

Table B.3.1 – PLAN A

FROM:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 5 (10/1/12 - 2/28/13)	(b) (4)	(4)	
Contract Year 6 (3/1/13 - 2/28/14)			
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
TOTAL COSTS	(b) (4)		\$50,118,650

TO:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 5 (10/1/12 - 2/28/13)	(b) (4)	(4)	
Contract Year 6 (3/1/13 - 2/28/14)			
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
TOTAL COSTS	(b) (4)		\$45,945,189

Table B.3.2 - PLAN B

FROM:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 5 (10/1/12 - 2/28/13)	(b) (4)	(4)	
Contract Year 6 (3/1/13 - 2/28/14)			
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
TOTAL COSTS	(b) (4)		\$49,942,163

TO:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 5 (10/1/12 - 2/28/13)	(b) (4)	(4)	
Contract Year 6 (3/1/13 - 2/28/14)			
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
TOTAL COSTS	(b) (4)		\$45,768,702

2. Clause B.5 entitled, "INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)" is revised as follows:

FROM:

CONTRACT YEAR COSTS	MINIMUM	MAXIMUM
Contract Year 5 (10/1/12 - 2/28/13)	\$ 50,000	\$ 2,000,000
Contract Year 6 (3/1/13 - 2/28/14)	\$ 50,000	\$ 2,000,000
Contract Year 7 (3/1/14 - 2/28/15)	\$ 50,000	\$ 2,000,000
Contract Year 8 (3/1/15 - 2/28/16)	\$ 50,000	\$ 2,000,000
Contract Year 9 (3/1/16 - 2/28/17)	\$ 50,000	\$ 2,000,000
Contract Year 10 (3/1/17 - 2/28/18)	\$ 50,000	\$ 2,000,000
TOTAL COSTS	\$ 300,000	\$12,000,000

TO:

CONTRACT YEAR COSTS	MINIMUM	MAXIMUM
Contract Year 5 (10/1/12 - 2/28/13)	\$ 50,000	\$ 2,017,174
Contract Year 6 (3/1/13 - 2/28/14)	\$ 50,000	\$ 2,038,541
Contract Year 7 (3/1/14 - 2/28/15)	\$ 50,000	\$ 2,038,955
Contract Year 8 (3/1/15 - 2/28/16)	\$ 50,000	\$ 2,039,529
Contract Year 9 (3/1/16 - 2/28/17)	\$ 50,000	\$ 2,039,548
Contract Year 10 (3/1/17 - 2/28/18)	\$ 50,000	\$ 2,039,809
TOTAL COSTS	\$ 300,000	\$12,213,556

3. Section C entitled, "STATEMENT OF WORK" is deleted in its entirety and replaced with the attached Sections C.
4. Section F entitled, "DELIVERIES OR PERFORMANCE" is deleted in its entirety and replaced with the attached Section F.
5. Section J, Attachment D, Appendix 3 entitled, "AWARD FEE DISTRIBUTION" is updated as follows:

FROM:

Award Fee Distribution				
Contract Year	Evaluation Period Number	Evaluation Periods	Available Fee	Earned Fee
Phase-In	N/A	Jan. 7, 2008 – Feb. 29, 2008	N/A	N/A
Contract Year 1	1	March 1, 2008 – Aug. 31, 2008	(b) (4)	(4)
	2	Sept. 1, 2008 – Feb. 28, 2009		
Contract Year 9	17	March 1, 2016 – Aug. 31, 2016		
	18	Sept. 1, 2016 – Feb. 28, 2017		
Contract Year 10	19	March 1, 2017 – Aug. 31, 2017		
	20	Sept. 1, 2017 – Feb. 28, 2018		

TO:

Award Fee Distribution				
Contract Year	Evaluation Period Number	Evaluation Periods	Available Fee	Earned Fee
Phase-In	N/A	Jan. 7, 2008 – Feb. 29, 2008	(b) (4)	(4)
Contract Year 1	1	March 1, 2008 – Aug. 31, 2008		
	2	Sept. 1, 2008 – Feb. 28, 2009		
Contract Year 9	17	March 1, 2016 – Aug. 31, 2016		
	18	Sept. 1, 2016 – Feb. 28, 2017		
Contract Year 10	19	March 1, 2017 – Aug. 31, 2017		
	20	Sept. 1, 2017 – Feb. 28, 2018		

6. Replacement Section C and Section F are attached.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,548.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2017.</u>		

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$76,620,027	
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,809.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2018.</u>		

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 4:** 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 29, 2012.</u>		

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,017,174.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2013.</u>		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,541.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,955.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,529.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,548.		

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$76,443,540	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,809.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
NASA Johnson Space Center
Building 420
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer
Mark with: Purchase Request No. TBD
Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
Alan M. Miyamoto
Mail Code: JB, Bldg. 419, Rm. 123

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) **Contractor Phase-In.** The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) **Contractor Phase-Out.** Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F.7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in ¼-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM: OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____

Destination: _____".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii,

Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Outbound Transportation Office
Contract Transportation
2101 NASA Parkway
Mail Code JB7
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6512. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces

- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

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1.0 CONTRACT ADMINISTRATION

1.1 Scope

The Contractor shall provide all resources to perform Logistics Operation services as identified within this Statement of Work (SOW) for the Johnson Space Center (JSC), Ellington Field (EF), and the Sonny Carter Training Facility (SCTF) in Houston, Texas, to ensure accomplishment of all SOW requirements identified by this contract. Logistics Operations services consist of: supply management, office furnishings management, moving and hauling services, space utilization and moves coordination, property management, redistribution and utilization, packing and shipping services, inbound freight services, vehicle fleet management operations, and special support services.

1.2 Associated Contractors

JSC is a Government-owned, Government-operated installation. Government-Contractor and Contractor-Contractor partnering is essential to the success of JSC operations. Therefore, a Center Operations Directorate (COD) Associate Contractor Agreement (ACA) between internal support Contractors, such as; Facilities, Custodial, Grounds, and Environmental, as well as, external support Contractors, such as the Aircraft Operations Division's (AOD) Aircraft Maintenance & Modification Contract, are required to ensure the successful operation at JSC. Similarly, ACA's between other support Contractors may also be necessary for successful JSC operations.

1.3 Location of Services

The Contractor shall perform all logistics operation services at JSC. Within the context of this SOW, the term "JSC" shall be used interchangeably to refer to activities that occur at the JSC main campus, EF, and SCTF site locations. There will be those occasions when the Contractor shall perform services at other Contractor facilities and other facility locations within a 300-mile radius of the JSC main campus. One way distances from JSC are as follows: Ellington Field is approximately 8 miles and SCTF is approximately 3 miles.

1.4 Hours of Operation

Unless otherwise directed by the Contracting Officer's Technical Representative (COTR), or specified in this SOW, the Contractor's continuous core hours of operation for JSC, EF, and SCTF shall be 7:30 a.m. – 4:00 p.m., Monday through Friday excluding Federal holidays. From time to time, the Contractor shall be required to perform services specified in this SOW outside the identified core hours to support NASA missions or other unforeseen events.

1.5 Definitions and Acronyms

Acronyms used throughout this contract are identified in Section J, Attachment A. Definitions used throughout this contract are identified in Section J, Attachment B.

1.6 Records and Reports

The Contractor shall maintain records and reports necessary to substantiate that services have been accomplished, as specified, and support Government audits with adequate personnel and timely documentation retrieval.

The Contractor shall submit proposed changes to required records and reports for consideration and approval by the COTR. Upon completion of the Contract, all records shall be delivered in a CD format to the Government.

1.6.1 Reports

Report requirements are contained in individual Data Requirements Documents (DRD's) in Section J. Due dates are specified for each separate report. When the due date falls on a Saturday, Sunday, or holiday, the report is due by 9 a.m., Monday, or the day following the holiday. Reports shall be submitted electronically unless otherwise specified. The Contractor is required to obtain COTR concurrence for all report formats.

1.7 Logistics Management

The Contractor shall conduct Logistics Operation program management, administration, and risk management, necessary to fulfill the requirements of this contract. The Contractor shall provide for the planning, organization, control, and reporting of all activities required by this contract.

The Contractor shall perform in accordance with their Government-approved Logistics Technical Integration Plan which fully and optimally describes and integrates all Parts identified within the SOW. The Contractor shall address in the plan the Contractor's management of all logistics services and data requirement described in the SOW. The Contractor's plan shall address the Contractor's process for receiving, categorizing, prioritizing, scheduling, tracking, documenting, and performing all logistics operations, ensuring all work meets the objectives within the SOW. The Contractor's plan shall describe how the Contractor shall receive, document, and assign work requests from JSC customers, to ensure the Government can obtain accurate and up-to-date work status information when requested.

1.7.1 Logistics Operations Phase-In Plan

The Contractor shall perform phase-in in accordance with their Government-approved Logistics Phase-In Plan, DRD AN-1-2, which describes the Contractors management approach that fully and optimally transition the logistical functional operations, employee workforce, schedule of critical transition activities, and data requirements described in this contract from the incumbent Contractor.

1.7.2 Resource Management

The Contractor shall develop, implement, maintain, and update a Contract Financial System which discretely tracks resources by unique project source and contract Work Breakdown Structure (WBS) and elements of cost including labor, overhead, and other direct costs, (i.e., travel and subcontracts) and indirect costs. The Contractor's financial planning system shall support the Government's budget process (i.e., Program Operating Plan (POP) and budget calls), and to support special requests for budget impacts. The Contractor shall provide cost reporting in accordance with DRD AN-1-3, NASA Form (NF) 533 Cost and Data Reporting.

1.7.3 Logistics Technical Integration Plan

The Contractor shall develop, implement, and maintain a Government-approved Logistics Technical Integration Plan which fully and optimally describes and integrates all Parts identified within this SOW. The Contractor shall address in the plan the Contractor's management of all logistics services and data requirement described in the SOW. The plan shall be prepared in accordance with DRD AN-1-1, Logistics Technical Integration Plan.

1.8 Safety and Health

The Contractor shall develop, implement, and maintain a Government-approved Safety and Health Plan in accordance with JPR 1700.1, JSC Safety and Health Handbook. The initial plan shall be prepared in accordance with DRD SA-1-1, Safety and Health Plan. The Contractor shall develop, status, and maintain monthly Safety and Health Metrics in accordance with DRD SA-1-2, Monthly Safety and Health Metrics.

1.9 Quality Control

The Contractor shall develop and implement a Government-approved Quality Control (QC) Plan that is compliant with ANSI/ISO/ASQ Q9001 – 2000. The initial plan shall be prepared in accordance with DRD QA-1-1, Quality Control Plan.

1.10 Environmental Management

The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; CWI JE9W-06, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; JSC's Energy and Water Conservation 5-Year Plan; and CWI J69W-03, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD AN-1-4, Environmental and Energy Consuming Product Compliance Reports.

The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the government as a facility owner/operator on account of the actions or inactions of

the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

1.11 Information Technology (IT)

The Contractor shall comply with all applicable NASA and JSC Information IT Policy Directives and the JPD, 2800.4, JSC IT Program Management, and JPG 2810.1C, Johnson Space Center Information Technology Security Handbook.

1.11.1 Government Provided Computer Workstations

The Government will provide the Contractor 64 computer workstations. Additional workstations shall be the responsibility of the Contractor.

1.11.2 FAX Machine Transmission Capability

The Government will supply institutional FAX machine line connectivity only.

1.11.3 Data Entry Quality Control

The Contractor shall develop a quality control plan that measures the accuracy of data input into the systems described in Sub-Parts 1.11.7 and 1.11.8.

1.11.4 Applications, Protocols, IT Systems

The Contractor shall use only JSC-standard applications, protocols, or IT systems for use in this contract, unless prior authorization is obtained from the COTR.

1.11.5 Contractor-Provided Systems

The Contractor shall use existing NASA systems in the performance of this contract.

1.11.6 IT Security

1.11.6.1 Contractor Responsibilities

- a. The Contractor shall insure that all IT systems used in the performance of this contract meet the requirements JPG 2810.1C, Johnson Space Center Information Technology Security Handbook, and the JPD, 2800.4, Johnson Space Center IT Program Management.
- b. The Contractor shall designate primary and alternate points of contact that shall be responsible for mitigating any IT system failures that may occur in the performance of this contract.

Contractor Computer Security Manager

The Contractor shall appoint a Computer Security Manager (CSM) in writing to the COTR. The Contractor CSM will attend and participate in IT security meetings for the purpose of ensuring Contractor compliance with the JSC IT Security Program.

1.11.6.3 Risk Assessment/Security Plans Support

The Contractor shall provide support to the COD CSM to review various security risk assessments security plans of new and major system configuration changes in accordance with the current version of the JPR 2810.1C, Johnson Space Center Information Technology Security Handbook and submit to the Center Operations Directorate Computer Security Official (CSO).

1.11.6.4 IT Training

The Contractor shall ensure that all contractor personnel at JSC with access to PC workstations have completed the annual IT Security Training in accordance with NPR 2810.1A, Section 4.3.1.1, Security of Information Technology. New employees who will require access to JSC IT resources shall take the Basic IT security training within 15 days of obtaining JSC IT System access.

1.11.7 Mainframe Applications Systems

All NASA organizations shall use the NASA Integrated Asset Management (IAM) Property, Plant, and Equipment (PP&E) Systems described in NPD 4200.1 and the NASA Interim Directive Equipment Manual NM 4200.62 to identify, account for, and control Center-held equipment. The NASA PP&E System is an Agency-wide tool hosted at the NASA Enterprise Applications Competency Center (NEACC) which is located at NASA's Marshall Space Flight Center. The NASA PP&E system consists of the following components: Systems, applications, and products (SAP); N-PROP, the Web-based front end; DSPL the Disposal component; and Business Warehouse (BW) (Appendix B). The SAP component contains the following modules: The Asset Accounting (containing the Asset Master Records (AMR) and Plant Maintenance (containing the Equipment Master Records (EMR)).

1.11.7.1 N-PROP

N-PROP is a comprehensive property management system used for the tracking and accountability of property management functions including location changes, acquisitions, adds/deletes, inventory, archiving and history.

1.11.7.2 MMI

MMI is a comprehensive automated management system which supports supply operational requirements for the cataloging, replenishment, item management, warehousing, and inventory reconciliation of supply items.

1.11.7.3 DSPL

DSPL is a comprehensive automated disposal management system which supports operational requirements for the utilization, transfer, donation, sale, abandonment or destruction of excess foreign and domestic NASA personal property which is no longer required by the using Center or Contractor.

1.11.8 Client/Server Applications

The systems described in this section are local systems which reside on a JSC server and are accessed from an employee's workstation. The Contractor shall use these systems in performance of contract requirements. These systems are owned and maintained by the Government.

1.11.8.1 Johnson Outbound Freight Log Systems (JOFLS)

JOFLS is a tracking and reporting database for outbound shipments.

1.11.8.2 Transportation Inbound Freight Log (TIFL)

TIFL is a tracking and reporting database for inbound shipments.

1.11.8.3 SAP Financial Accounting System Software

SAP financial accounting system software is utilized in both receiving and supply operations.

1.12 Performance Metrics and Workload Data

The Contractor shall develop, status, and maintain Government-approved Contract Performance Metrics and Workload Data in accordance with DRD AN-1-5, Performance Metrics and Workload Data. The Contractor shall ensure performance metrics effectively indicate the level of success. The Contractor shall ensure workload data accurately records the work performed.

1.13 Emergency Preparedness

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be called upon to assist the Government, with the general scope of work, but in currently unidentified way, in preparation for emergencies or in the event of an emergency. Obligations under this requirement shall only arise when one or more of the criterion at FAR 18.001, enabling the Agency to utilize "Emergency Acquisition Flexibilities," is met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

The Contractor shall develop and implement an Emergency Preparedness Plan in accordance with DRD AN-1-6, Emergency Preparedness Plan, to ensure compliance with JSC's Emergency Preparedness Plan.

1.14 Facilities Management

Government-furnished facilities are identified in Section J, Attachment L. The Contractor shall designate an Alternate Facility Manager (FM) for each facility which they occupy to ensure FM duties are performed in accordance with JSC Common Work Instruction (CWI) JC9W-06, Facility Manager Program. The Contractor shall coordinate their applicable Contractor operations with the NASA FM for Government and Contractor occupied facilities. The Contractor shall conduct quarterly safety inspections of all facilities occupied by the Logistics Contractor.

The Contractor shall maintain physical security of all assigned facilities and establish a key control program that provides a complete audit trail of all keys issued to Contractor personnel to ensure security of Government property.

The Contractor shall keep the work, office, and warehouse areas, including storage areas, free from accumulations of waste materials, and debris shall be packaged up and disposed of properly. The Contractor shall ensure all warehouse materials are organized, neatly stacked, and

secured. If the COTR deems that the area is unsafe, the COTR may instruct the Contractor to immediately stop work and return the area to a safe working environment.

1.15 Government Property

The Contractor shall describe their approach to receiving, handling, stocking, maintaining, protecting, and issuing Government property in accordance with DRD AN-1-9, Government Property Management Plan. Government-furnished property is identified in Section J, Attachment J1, Installation-Accountable Government Property and Attachment J2, Government-Furnished Property.

1.16 Vehicle Management and Regulations

The Contractor shall furnish and maintain all vehicles necessary to perform work required under this contract, with the exception of Part 10, Vehicle Fleet Management Operations. The vehicles required for the performance of work in Part 10 will be provided by the Government.

The Contractor shall ensure that employee's private vehicles not be used in the performance of the requirements of the SOW. The Contractor shall ensure that vehicles used to convey Contractor personnel, materials, and equipment used in the performance of this contract shall be properly licensed, street legal, and acceptable for use on all public highways. The Contractor shall ensure that all Contractor vehicles used in the performance of the SOW comply with JSC 27996, Vehicle Code.

The Contractor shall ensure all Government-provided vehicles comply with all applicable requirements in accordance with Executive Order (EO) 13149 and the Energy Policy Act of 1992 (EPAAct).

The Contractor shall ensure drivers have the proper valid Texas State commercial driver's licenses (CDL) as required, with all applicable endorsements, at employee start of work.

1.17 Uniforms

The Contractor shall furnish and maintain all uniforms necessary to perform work required under this contract. The Contractor shall ensure that all Contractor personnel who come into regular contact with internal customers beyond the immediate Building 300 and 400 areas wear a uniform. Management personnel and others may be exempt from this requirement as agreed to by the COTR. Uniform clothing shall be of a neutral color, clean, suitable for the prevailing weather conditions, and display the name of the Contractor on the left front, and employee name on the right front of the shirt.

1.18 Personnel Training and Certification Requirements

The Contractor shall establish and maintain training and certification plans designed to meet the requirements of this SOW to ensure the Contractor work force is trained and certified in the required field of specialization. The Contractor shall establish and maintain training records for all personnel including training manuals and documentation of certification and periodic recertification of personnel, and they are available at all times for COTR review. Typical types of training include:

1. Commercially available and required at employee start of work:
 - a. The Contractor shall ensure all warehouse personnel, those handling gas cylinders, receiving personnel, and packers are trained as a "Hazmat Employee" in accordance with Code of Federal Regulations (CFR) Title 49, Section 172.704, 49 CFR Part 105-180 (Ground Transportation), 49 CFR Part 175 (Air Transportation), and 49 CFR Part 172, Sub-Part I: 172.800 (Security Training).
 - b. The Contractor shall ensure all personnel who input data into the General Services Administration (GSA) Federal Automotive Statistical Tool (FAST) database have completed FED Fleet training.
 - c. The Contractor shall ensure all bondroom, receiving, and packing and shipping personnel are trained in Electrostatic Discharge Control (ESD).
 - d. The Contractor shall ensure all forklift operators are certified per NASA JSC Operator Certification Program requirements (NASA-STD-8719.9 and JPD 8719.1).
2. Government provided and may be taken when available:
 - a. The Contractor shall ensure all bondroom personnel are issued an individually identifying Designated Verification (DV) and an individually identifying bondroom storekeeper stamp.
 - b. The Contractor shall ensure receiving personnel operating the x-ray screening machine are trained with the Government-provided software prior to use of the equipment. The Contractor shall ensure refresher training is taken semi-annually, and passing scores must be achieved on computer-based training for x-rays screening equipment.

All personnel identified to act as receiving agents for the Government have been approved and authorized by the Supply and Equipment Management Officer (SEMO). The Contractor shall certify and acknowledge in writing those personnel identified have been trained, tested, and found proficient in in-checking, inspecting, and the initiation and completion of proper documentation necessary in the receipt of JSC freight shipments, and include signatures of those identified personnel prior to allowing them to sign for freight. The Contractor shall provide updates to the SEMO reflecting all newly authorized receiving agents, as well as, providing a copy of those personnel previously identified as authorized receiving agents. Notify the COTR in writing when changes occur.

1.18.1 Environmental Training

The Contractor shall identify the environmental training required for each employee by utilizing the Environmental Training Matrix (see JPR 8550.1). The Contractor shall ensure that all on-site employees complete identified environmental training. Training is provided by the JSC Environmental Office. Training will range from a minimum of 1 hour per year for office workers to a maximum of 6 hours per year for employees performing or

supervising multiple potential pollutant generating activities. This does not include specialized environmental certifications required by federal or state regulations.

1.18.2 Special Support Services

The Contractor shall ensure all aircraft loadmaster personnel meet the following training, certifications, and credential requirements for Part 11 Special Support Services, Sub-Part 9, Aircraft Loadmaster Services, of the SOW:

- a. Flight status readiness to support all aircraft loadmaster missions.
- b. Commercial or U.S. military aircraft loadmaster training.
- c. Trained as a "Hazmat Employee" in accordance with 49 CFR, Section 172.704, 49 CFR Part 105-180 (Ground Transportation), 49 CFR Part 175 (Air Transportation), and 49 CFR Part 172, Sub-Part I: 172.800 (Security Training).
- d. Certified in accordance with NASA JSC Operator Certification Program requirements (NASA-STD-8719.9 and JPD 8719.1) for the operation of forklifts, scissor lifts, tugs, and the overhead hoist/cranes located in Building 924 at EF.
- e. Possess a current U.S. Passport to support mission requirements which involve foreign travel.

The Contractor shall ensure all aircraft loadmaster personnel meet the following Government-provided training and certifications requirements for Part 11 Special Support Services, Sub-Part 9, Aircraft Loadmaster Services, of the SOW:

- a. Annual U.S. Air Force Class III Examination-Flight Physical. This physical examination is performed at the JSC Clinic.
- b. Annual Super Guppy Egress Training.
- c. Aircrew Loadmaster Training on the Super Guppy aircraft and all support equipment.
- d. Category "I" Requirements for Physiological Training in accordance with JSC Policy Directive JPD 1830.2K, Physiological Training Program. This physical examination is performed at the JSC Clinic.

2.0 SUPPLY MANAGEMENT

The Contractor shall manage supply, gas cylinder, and temporary storage operations to ensure availability of items and maintain effective and efficient inventory levels. The Contractor shall perform supply management in accordance with NPR 4100.1, NASA Materials Inventory Management Manual.

2.1 Supply Operations

The Contractor shall use SAP to manage store stock, program stock, and critical spares to ensure stock is available when required. The inventory classifications in SAP are:

- a. Stores Stock – Material that is repetitively procured, stored, and issued on the basis of recurring demand. Stock levels on store stock items are determined by monthly demand and calculated by SAP. Gases and cylinders containing the gases are classified as store stock items and tracked in SAP. Hurricane supplies are located in Building 30M. The Contractor shall inventory hurricane supplies and forward to the COTR no later than April 15th of each year.
- b. Program Stock – Material that is owned by the using organizations, and are not subject to replenishment.
- c. Critical Spares – Material that is held for emergencies for which there is no recurring demand. They shall be immediately available to prevent delay which might result in loss, damage, destruction of property, or danger to life due to an interruption of operations. Mission Critical Spares support buildings and/or systems that are required to be functional during flight missions and they shall be available at the required level at all times.

2.1.1 Shelf Life Program

The Contractor shall manage shelf life items to ensure no out of date store stock. The Contractor shall ensure no out of date critical spares and program stock are held in inventory without owner knowledge. The majority of shelf life items are program stock. The Contractor shall request the Safety and Mission Assurance Directorate (S&MA) to prepare a Discrepancy Report (DR) if a program stock owner fails to take appropriate action prior to the expiration date to ensure expired items are not issued for flight without S&MA approval.

2.1.2 Cataloging Function

The Contractor shall perform cataloging functions to ensure the identification and standardization of stock. The Contractor shall maintain and utilize existing supply publications and research library to ensure research data is current. The Contractor shall

maintain registration with the Defense Logistics Supply Center (DLSC) for stock items. The Contractor shall assign and track a unique local stock number for Program Stock items that have no National Stock Number (NSN).

The Contractor shall complete requests to add items to stock within 10 work days to ensure the catalog is current.

The Contractor shall review JSC purchases in SAP over \$25,000 within 5 work days to determine if items are available from other NASA Centers or Government agencies prior to purchase. The Contractor shall notify the customer if a like item is located.

2.1.3 Acquisition and Inventory Management of Stores Stock and Critical Spares

The Contractor shall perform cost effective acquisition and inventory management operations to ensure availability of stock, to include furniture, and critical spares. The Contractor shall ensure that all gas purchases are compliant with Space Medicine Division requirements.

2.1.3.1 Purchases

The Contractor shall generate purchases when items are in a reorder status within 2 work days of notification.

2.1.3.2 Excess

The Contractor shall use SAP Material Planning Requirements for the purpose of excessing items that have low usage. The Contractor shall initiate disposal action and discontinue asset records.

2.1.3.3 Excess Disposal Transactions

The Contractor shall create excess disposal transactions in SAP for stores stock and critical spare items within 5 work days of discovery of need to ensure stock is current and serviceable. Examples of need are: critical spares over the level, damaged material, or material no longer meets the criteria for stockage.

2.1.4 Storage and Issue of Stores Stock and Critical Spares

The Contractor shall perform storage and issue operations for the purpose of warehousing supply items safely and securely, to ensure they can be identified and are accessible. The Contractor shall utilize the SAP Warehouse Activity Monitory report to identify and resolve any delinquent documents.

2.1.4.1 Stores Stock and Critical Spare Receipts

The Contractor shall process receipts into SAP and warehouse items within 5 work days.

2.1.4.2 Stores Stock and Critical Spare Issues

The Contractor shall verify signatures and input requests for stock into SAP within 1 work day and deliver stock to the destination within 5 work days after input.

2.1.4.3 Work Stoppage Stores Stock and Critical Spare Issues

The Contractor shall receive and process work stoppage Stores Stock and Critical Spare issues at the customer service counter in the warehouse to prevent delay of work. The Contractor shall verify signatures, input requests in SAP, and give items to the customer the same work day if the request is received before 2:00 pm. Work Stoppage requests received after 2:00 pm will be processed by COB of the following work day.

2.1.4.4 Carpet Operations

The Contractor shall receive carpet and update SAP within 4 work days to ensure availability. The Contractor shall pull and stage carpet for delivery prior to the required delivery date. All carpet requests are approved by the COTR or designee. Installation, removal and repair are performed by the COD Facilities Contract.

2.1.5 Storage and Issue of Program Stock

The Contractor shall perform a storage and issue operation for the purpose of warehousing program stock items safely and securely in accordance with JWI 4210.2, JSC Instructions the Control of Program Stock, to ensure the integrity of program stock. The Contractor shall clearly mark and segregate hardware identified as discrepant by S&MA from non-discrepant hardware. The Contractor shall only release discrepant hardware with S&MA approval.

The Contractor shall ensure a cross reference is maintained between the source document, SAP, and the JSC Form 911, Parts Identification Tag, with the SAP transaction number, as applicable, to maintain the integrity of program stock.

The Contractor shall verify signatures against a COTR provided list of authorized personnel to ensure ownership authority.

2.1.5.1 Program Stock Receipts

The Contractor shall inform the COTR if equipment meets tagging criteria per NPR 4200.1, NASA Equipment Management Manual, for tagging action on same day as received. The Contractor shall open all manufacturers' packages and count all pieces except under the following circumstances:

- a. When directed by the hardware owner or the COTR
- b. When in a sealed "clean room" container or bag
- c. When flight wire, accept manufacturers count
- d. If rivets, they may be weighed on a calibrated scale

The Contractor shall receive the hardware and update SAP within 10 work days.

2.1.5.2 Program Stock Issues

The Contractor shall issue program stock and update SAP by COB the 2nd work day for requests received by 12:00 p.m. and by COB the 3rd work day for requests received after 12:00 p.m.

2.1.6 Inventory Reconciliation

The Contractor shall ensure the SAP balance and the warehouse count match and take necessary action within 6 work days when a discrepancy is identified to ensure items are available when required.

2.1.7 Physical Inventory of Assets

The Contractor shall perform physical inventories to maintain accuracy of stock records in accordance with the NPR 4100, NASA Inventory Management Manual, Chapter 5. The Contractor shall ensure customer support is not impacted during the inventory process.

2.1.7.1 Sample Physical Inventory Schedule

The Contractor shall develop and implement a Government-approved Sample Physical Inventory Schedule in accordance with DRD AN-2-1, Sample Physical Inventory Schedule.

2.1.7.2 Sample Inventories

The Contractor shall perform sample inventories annually according to the Government-approved schedule and administer them through SAP to ensure the accuracy of the records.

If the sample inventory fails, the Contractor shall complete a wall-to-wall inventory of the lot from which the sample was derived to ensure the integrity of the inventory and to help identify possible systemic problems. The Contractor shall complete the

inventory and document reconciliation within 100 calendar days from the date the sample failed and in the same Government fiscal year as the failed sample.

2.1.7.3 Wall-to-Wall (Lot) Inventories

The Contractor shall perform a wall-to-wall inventory of all stores stock, program stock, and critical spare assets every 5 years to ensure the integrity of the inventory. The Contractor shall complete all actions by September 30th 2014 to ensure records are reconciled at the end of the Government fiscal year.

2.2 Gas Cylinder Operations

The Contractor shall perform Gas Cylinder Operations to ensure that all gas cylinder locations are recorded and that all cylinders in the contractor's possession are maintained in a safe operating condition.

The Contractor shall maintain and utilize SAP to track all NASA and vendor owned cylinders. The gases contained in the cylinders are store stock items managed in SAP. The Contractor shall update SAP by COB the 2nd work day after a change in status occurs to ensure information in the system is current.

The Contractor shall segregate cylinders requiring EHL testing and coordinate the testing and transportation by the 2nd work day once the cylinders are segregated.

The Contractor shall provide and attach identifying labels to NASA owned cylinders, if not present, for identification and inventory tracking purposes.

The Contractor shall segregate unserviceable cylinders from serviceable cylinders to ensure only serviceable cylinders are issued. The Contractor shall notify the Facilities Contractor to prepare unserviceable cylinders for disposal within 5 work days of accumulation of 25 cylinders.

2.2.1 Cylinder Demurrage

The Contractor shall return vendor owned cylinders when no longer required at JSC to reduce demurrage charges.

The Contractor shall track demurrage charges in accordance with DRD AN-2-2, Vendor Owned Cylinder Demurrage Charges.

2.2.2 Cylinder Triennial Inventory

The Contractor shall inventory all cylinders, including those issued out to customers, by physically scanning cylinders and comparing results to the computerized asset tracking system. The Contractor shall contact customers and research records to resolve

discrepancies. The Contractor shall provide results to the COTR in accordance with DRD AN-2-3, Cylinder Triennial Inventory Report.

2.3 Temporary Storage

The Contractor shall manage temporary storage for the purpose of safely and securely storing equipment on a temporary basis. The Contractor shall organize and track items in Temporary Storage by case files.

The Contractor shall evaluate available storage space, provide transportation to and from customer location, and pack and store items appropriately.

The Contractor shall complete add or removal actions, and update the database within 3 work days.

3.0 OFFICE FURNISHINGS

The Contractor shall procure furniture under Part 2, Paragraph 2.1.3 as a part of store stock acquisition. The Contractor shall receive, issue, connect, disconnect, repair and inventory office furnishings, as scheduled to ensure employees have a safe and functional workspace. Furniture activity in direct support of moves will be performed within Part 11, Special Support Services, Sub-Part 1, Perform Moves.

Office furnishings consist of all types of contemporary, executive, modular and systems furniture. Examples are: acoustical panels, bookcases, carpet, chairs, desks, file cabinets, lockers, racks, shelving, supply cabinets, tables, task lights and window coverings. The majority of furniture at JSC is modular which requires assembly, connect, and disconnect activity.

3.1 Furniture Operations

3.1.1 Receive New Furniture

The Contractor shall receive new furniture and warehouse within 10 work days to ensure furniture is available for issue and is stored safely. The Contractor shall update the furniture database on the same day the items are warehoused.

3.1.2 Receive Furniture Returned from Field

The Contractor shall receive furniture returned from the field and segregate as useable, needing repair, or excess, and take appropriate action within 10 work days. The Contractor shall ensure furniture is stored safely and is available for issue. The Contractor shall update the furniture database on the same day the items are warehoused. Returned furniture from the field is identified as follows:

- a. Usable: The Contractor shall warehouse usable furniture.
- b. Needing Repair: The Contractor shall repair to usable condition prior to issuing.

- c. Excess: The Contractor shall prepare and submit appropriate documentation per NPR 4300.1, NASA Personal Property Disposal Procedures and Guidelines, for COTR approval.

3.1.3 Issue Furniture

The Contractor shall assemble, clean, and polish furniture to ensure it is serviceable and available for delivery prior to the scheduled delivery date. The Contractor shall update the inventory database no later than 5 work days after the furniture has been pulled. The Contractor shall provide a key with any furniture item that has a lock and ensure, when possible, a duplicate key is available in case of loss. A Government-provided key machine is available for making duplicate keys if required. All office furnishing issue requests are generated by the COTR.

3.1.4 Connect/Disconnect Furniture

The Contractor shall connect/disconnect furniture at the customer's location on the scheduled date to meet customer requirements.

3.1.5 Repair Furniture in the Field

The Contractor shall process repair requests within 10 work days of receipt of request. Examples of repair processing are providing parts and supplies or restoring it to a serviceable condition. Safety issues shall be completed or mitigated within 2 hours of request. If repair costs exceed 66 percent of the replacement cost of the item or cannot be performed on site, the Contractor shall notify the COTR or designee before repairing. Examples of furniture repair are, adjusting drawers, adjusting desk or file cabinet doors, applying scratch cover and wood fillers, re-gluing laminate surfaces, replacing casters, locks, keys, pneumatic cylinders, screws, and under seat mechanisms, and tightening and replacing nuts, bolts, springs and connections.

3.1.5.1 Clean Upholstered Furniture

The Contractor shall clean upholstered furniture with COTR approval using the Government provided clean booth and steam machine to ensure clean appearance and extend furniture life.

3.1.6 Furniture Inventory

The Contractor shall inventory and reconcile the furniture database to physical warehouse count when requested by the COTR to ensure adequate inventory to meet customer requirements.

3.2 Non-Core Hour Furniture Operation Services

The Contractor shall complete COTR approved non-core furniture operation services on the scheduled date to ensure furniture requirements are met.

4.0 MOVING AND HAULING SERVICES

The Contractor shall provide routine, non-core, priority, and quick dispatch moving and hauling services to ensure items are delivered to the correct location on the scheduled date.

4.1 Routine Moving and Hauling Services

Routine moving and hauling requests can be for Range Date Work Orders from Work Control Center (WCC) or work orders from JB7 (Support Services - JB's) that have an identified need date of 3 work days or greater and can be for bulk and non-bulk items.

4.1.1 Range Date Work Orders

The Contractor shall complete routine moving and hauling requests from WCC within 15 work days, but not less than 3 days of receipt, to ensure items are transported safely and timely from and to requested location.

4.1.2 JB7 Work Orders (JB's)

The Contractor shall complete routine work orders (JB's) on the date identified by the customer (JB7), not less than 3 work days from the request date, to ensure items are transported safely and timely from location to another. No more than 100 pieces total per scheduled day on Mondays and Fridays. No more than 75 pieces per scheduled day on Tuesdays, Wednesdays, and Thursdays (Total daily piece count for these days will be 225 (150 from the Personnel Moves Task Order and 75 for JB's).

4.2 Non-Core Hour Moving and Hauling Services

The Contractor shall complete COTR approved non-core moving and hauling requests on the scheduled date to ensure items are transported safely and timely from one location to another.

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5.0 THIS NUMBER RESERVED FOR FUTURE USE.

6.0 PROPERTY MANAGEMENT

The Contractor shall perform SAP accountability, archival documentation, inventory management, perform tagging and de-tagging of property, and provide a customer service desk for the purpose of ensuring effective property management.

6.1 SAP Accountability

The Contractor shall utilize the SAP database for the purpose of accounting for and tracking property management from receipt to turn-in for disposal, in accordance with the NPR 4200.1, NASA Equipment Manual.

6.1.1 Processing SAP Documentation

The Contractor shall receive documentation and update the SAP database for the purpose of capturing all property management activity to ensure accurate property records. The Contractor shall input new records and update record changes within 5 work days. The Contractor shall provide copies of all transactions processed on capital items (Property valued at \$100,000 and above) to Financial Management Division (FMD) no later than COB the 2nd work day.

The Contractor shall suspense all Capital property received during the month and not finalized into the SAP database and provide a copy of the documentation to FMD by the end of each month.

6.2 Archival Documentation

The Contractor shall provide an electronic document archival system to capture daily and Government fiscal year end supporting documentation for the purpose of record retrieval, audit, and record retention. The Contractor shall ensure the archived documents are legible and available for real-time access. The Contractor shall ensure that any missing documents to be archived are located prior to archiving. The Contractor shall archive daily documents within 15 work days after SAP is updated and archive all end of year documents within 60 work days at Government fiscal year end.

6.3 Inventory Management

The Contractor shall use SAP to conduct an annual wall-to-wall inventory to ensure tagged property has been physically located and scanned to determine the completeness and accuracy of SAP, per the NPR 4200.1. The Contractor shall investigate and reconcile all discrepancies to include identifying property with no Government-owned markings. The Contractor shall include validation for user listings as part of the inventory per NPR 4200.1, NASA Equipment Manual. The Contractor shall establish an inventory folder on each property account and submit final inventory results. The Government will provide bar code scanners, NASA Equipment Control Number (ECN) tags, decals, and inventory stickers required for control of property. Inventories are conducted in accordance with an approved annual inventory schedule and with DRD AN-6-1, Annual Inventory Schedule. The Contractor shall devise and implement a Government approved

sampling survey system to verify the accuracy of the items being tagged and their corresponding serial numbers.

The Contractor shall complete an annual physical inventory on all temporary storage case files ensuring items are accounted for and in the proper location in conjunction with performance of the annual equipment inventories. The Contractor shall complete the inventory and forward the Case File Folder to the COTR or designee 10 days prior to the anniversary date the case file was established.

6.4 Tagging and Detagging of Property

6.4.1 Tagging Property

The Contractor shall locate and physically tag property not previously processed for the purpose of establishing and maintaining property identification records in SAP. The Contractor shall acquire COTR approval prior to items being virtual tagged. The Contractor shall complete the tagging process within 5 work days of receipt of documentation.

The Contractor shall initiate a NF528 and forward this form and a copy of the Contractor's file to JB3.

6.4.2 Detagging Property

The Contractor shall locate and detag property no longer meeting the tagging criteria per NPR 4200.1, NASA Equipment Manual. The Contractor shall apply a NF 1517, Property NASA U.S. Government, decal and update SAP to ensure accurate records. The Contractor shall complete the detagging process within 5 work days of receipt of documentation.

6.4.3 Located Property

The Contractor shall physically scan the NASA ECN tag on all located property previously identified as "missing" and update the SAP database within 5 work days.

6.5 Customer Service Desk

The Contractor shall operate a Customer Service Desk for the processing of shipping documents and employee clearances for the purpose of tracking movement and personnel accountability of property.

6.5.1 Processing Shipping Documents

The Contractor shall process shipping documents within one hour of receipt. Documents received at close of business will be processed next work day. The Contractor shall be responsible for obtaining all original shipping documents within 10 work days of the ship date.

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6.5.2 Employee Clearances

The Contractor shall process all employee clearances same day.

7.0 REDISTRIBUTION AND UTILIZATION (R&U)

The Contractor shall process disposal documentation, archival documentation, warehouse receipts, artifacts, the wiping of computers, requests for excess Government/Federal property, GSA sales, screener access, scrap metal disposition, donations, and perform physical inventory to ensure proper disposition of Government property. The Contractor shall utilize DSPL for the purpose of accounting for and tracking all disposal activities from initial receipt to final disposition in accordance with NPR 4300.1, NASA Personal Property Disposal Procedures and Guidelines.

The Contractor shall ensure all identifying markings are removed from Government property prior to final disposition.

7.1 Disposal Documentation

The Contractor shall receive requests to pick up excess property for the purpose of disposing and reutilization. The Contractor shall resolve discrepancies on all requests. The Contractor shall process and pick up excess property within 30 work days of request.

7.2 Archival Documentation

The Contractor shall provide an electronic archival documentation system to capture daily and end of year supporting documentation. The Contractor shall ensure the archival system is legible and available for real time access. The Contractor shall ensure that any missing documents to be archived are located prior to archiving. The Contractor shall archive daily documents within 15 work days after DSPL is updated and all end of year documents within 60 days at fiscal year end.

7.3 Warehouse Receipts

The Contractor shall receive excess property, perform physical inspection, resolve all discrepancies, and update DSPL within 20 work days to ensure the accountability of excess property.

The Contractor shall place small like items into a consolidated container until it is full, voucher the supporting documentation, and process for sale.

7.3.1 Receipt of Pilferable Items

The Contractor shall store and secure pilferable items on the same work day received to prevent warehouse losses.

7.4 Process Artifacts

The Contractor shall secure, voucher, and annotate a freeze in the DSPL database for artifacts on the same day of receipt to ensure items are not automatically released for disposition. The Contractor shall process artifacts and historically significant items in compliance with NPR 4310.1, Identification and Disposition of NASA Artifacts.

7.5 Digital Media Sanitization

The Contractor shall perform digital media destruction as defined in NASA IT Security Handbook, ITS-HBK-2810.11.02, Chapter 2, Media Protection: Digital Media Sanitization within 20 work days of receipt.

7.6 Process Requests for Excess Government/Federal Property

The Contractor shall process requests to locate excess Government/federal property to determine if items are available through redistribution methods to reduce procurements. The Contractor shall process requests within 10 work days of receipt.

7.7 Scrap/Abandonment/Destruction

The Contractor shall process items identified on receipt documentation as scrap and perform the associated action on the same work day received to ensure effective utilization of warehouse space.

The Contractor shall downgrade and scrap, abandon or destroy property, with COTR or designee approval, within 30 work days to ensure efficient redistribution and utilization methods.

The Contractor shall perform activities necessary to complete Government contracts for scrap metal pick ups.

7.8 GSA Sales

The Contractor shall process GSA sales, exchange sales, and online (Internet) sales for the reutilization of property. The Contractor shall reconcile GSA listing with DSPL to ensure all items are captured for the sale within 15 work days of receipt of the items. The Contractor shall capture costs associated with preparations of sales in accordance with DRD AN-7-1, Cost of GSA Sales Report.

7.9 Screener Access

The Contractor shall request security clearance and provide safety guidance for non-JSC personnel to ensure safety and security procedures are identified prior to visitors entering the warehouse.

7.10 Donations Program

The Contractor shall process requests to participate in the Stevenson-Wydler Act and Computers for Learning donations program to ensure reutilization of property to educational institutions or nonprofit organizations within 1 work day of request.

7.11 Physical Inventory

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The Contractor shall perform a physical inventory of the warehouse and all related facilities every 3 years to ensure the accuracy of the disposal records. The first inventory shall be completed during Fiscal Year 2010. All services required in this part shall incur no interruptions or limitations during the complete inventory process. The Contractor shall complete physical count within 30 work days. The Contractor shall reconcile, update DSPL, and prepare a Final Inventory Report within 60 work days of count completion and provide results to the COTR.

8.0 PACKING AND SHIPPING SERVICES

The Contractor shall perform packing and shipping, and shipment tracking services to ensure that all freight is processed and shipped to support JSC and NASA Programs. The Contractor shall utilize JOFLS for the purpose of accounting and tracking of all JSC shipments from receipt of items being shipped, in accordance with NPR 6000.1, Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components, and NPR 6200.1, NASA Transportation and General Traffic Management.

8.1 Packing and Shipping Operations

The Contractor shall perform packing and shipping operations for routine, priority, hazardous, and critical types of shipments to ensure services are accomplished safely, accurately and on time. The Contractor shall coordinate directly with COTR or designee selected commercial carrier for the pick up by 2 p.m. of the shipment to ensure timely delivery of shipments. The Contractor shall provide a "Packing and Shipping Statistical Report" in accordance with DRD AN-8-1, Packing and Shipping Statistical Report.

8.1.1 Routine Shipments

The Contractor shall process routine shipments within 5 work days of receipt of item or documentation. From time to time, the Contractor shall pick up routine shipments from customer's locations.

8.1.2 Priority Shipments

The Contractor shall process all priority shipments to meet the identified delivery date on the shipping documents, if the delivery date identified is within 4 work days of date specified on the shipping documents if received by 2 p.m. If received after 2 p.m., the shipment will be processed within the next 4 work days. From time to time, the Contractor shall pick up priority shipments from customer's locations.

8.1.3 Critical and Hazardous Materials Shipments

The Contractor shall pick up all hazardous materials shipments from customer's locations. The Contractor shall process hazardous materials shipments per the shipping document and in compliance with the Hazardous Materials Regulations or Title 49 CFR, as applicable.

A critical shipment shall always be processed as a priority shipment. The Contractor shall pick up all critical shipments from customer's location and process per the shipping document to ensure effective adherence to special handling and shipping constraints. Flight hardware and moon rocks are examples of critical shipments.

8.2 Non-Core Hour Packing and Shipping Services

The Contractor shall complete COTR approved non-core packing and shipping requests on the scheduled date to ensure items are packed and shipped to meet customer requirements.

9.0 INBOUND FREIGHT SERVICES

The Contractor shall perform in-checking, inspection, based on the types of inbound freight, and shipment tracking to ensure all inbound items are effectively received to support JSC and NASA programs. The Contractor shall ensure items are processed safely, accurately and on time and are received and delivered to final destination. The Contractor shall ensure all discrepancies are resolved and freight claims are processed in accordance with Title 41 CFR, Chapter 101-40.7, Reporting and Adjusting Discrepancies in Government Shipments.

The Contractor shall perform in-bound freight services supporting NASA procured or acquired products by recording each receipt in SAP, as well as TIFL. Contractor receipts shall be accounted for in TIFL and require in-checking, x-ray security screening, and delivery only. An x-ray machine is available for use to screen packages upon delivery.

9.1 In-Checking

The Contractor shall perform in-checking of all inbound freight to ensure accuracy and accountability of items received. The Contractor shall off-load and x-ray all inbound freight shipments, except when directed by the COTR. The Contractor shall escort all NASA shipments not off-loaded at Central Receiving to their final destination.

9.2 Inspection

The Contractor shall inspect all inbound freight to ensure accuracy and accountability of items received. The Contractor shall perform the tagging of items in accordance with NPR 4200.1, NASA Equipment Manual.

9.3 Types of Inbound Freight

The Contractor shall perform in-checking, inspection, and delivery to final destination within the time lines defined for the following freight types:

9.3.1 Routine Receipts

The Contractor shall process routine receipts to ensure timely delivery of freight. Routine receipts are receipts not meeting the definition of a priority receipt.

- A. Not requiring inspection – by close of business 10th work day
- B. Requiring inspection – by close of business 15th work day

9.3.2 Priority Receipts

Priority receipts are defined as: Hazardous Materials; Communication Security (COMSEC); Medical Items or Drugs; or receipts requiring special handling. The Contractor shall provide a "Hazardous Materials Statistical Report" in accordance with DRD AN-9-1, Hazardous Material Statistical Report.

The Contractor shall process priority receipts within 2 work days if received by 2 p.m. If received after 2 p.m. it will be processed within the next 2 work days.

- A. Not requiring inspection – by close of business 3rd work day
- B. Requiring inspection – by close of business 5th work day

9.3.2.1 Hazardous Materials

The Contractor shall ensure hazardous materials shipments are received with applicable Material Data Safety Sheets (MSDS) before delivery of freight to customer. In addition, the following hazardous materials require special handling and delivery:

- a. Bulk Gases or Liquids

The Contractor shall ensure bulk gases or liquids are weighed on JSC's calibrated scales by recording the beginning and ending weights of the vehicles carrying bulk gases or liquids to ensure accurate documentation of hazardous material weights.

- b. Explosive Materials (Class 1)

The Contractor shall coordinate escort services with the Safety & Fire Services (S&FS) Department to ensure safe transport and delivery. The Contractor shall immediately complete the in-checking process at the Energy Systems Test Area (ESTA) to ensure ESTA personnel complete the inspection process.

- c. Lithium Batteries (Class 9)

The Contractor shall immediately perform the in-checking and inspection processes, and delivery in accordance with JSC Document 18661, Safety Requirements and Procedures for Handling and Disposal of Lithium Cells/Batteries to ensure the safe handling and delivery.

- d. Radioactive Receipts (Class 7)

The Contractor shall immediately perform the in-checking and inspection processes and store in designated refrigerator area and notify the JSC Radiation Safety Officer for pick up within 1 hour of receipt to ensure safe handling and delivery.

- e. Propane Tanks (Class 2.1)

The Contractor shall immediately perform the in-checking process and coordinate escort services with the S&FS Department for delivery with quantities of 150 gallons or greater to ensure safe handling and delivery.

9.3.2.2 Receipt of Communication Security (COMSEC)

The Contractor shall immediately isolate and secure items to ensure safe and secure protection. The Contractor shall also notify the COMSEC account manager in accordance with NPR 1620.1, NASA Security Program Procedural Requirements.

9.3.2.3 Medical Items or Drugs

The Contractor shall immediately receive and process medical and drug items and store in a secure location. The Contractor shall notify the JSC Drug Control Officer within 4 hours for the pick up to ensure timely disposition, preservation, and protection of contents.

9.3.2.4 Work Stoppages

Work Stoppages will be processed within 2 work days of the receipt of the request.

9.3.2.5 Special Handling

The Contractor shall expedite the in-checking and inspection processes for items that require refrigeration, rigging and heavy hauling support, escorts, oversized deliveries, monitoring devices, or those items identified as premium transportation deliveries to ensure timely delivery. The Contractor shall coordinate all rigging requirements with the Facilities Contractor. Examples of premium transportation service include: exclusive use, priority, overnight or next day service.

9.4 Shipment Tracking

The Contractor shall use the TIFL database to track the status of all inbound freight from receipt to final destination. The Contractor shall update TIFL immediately anytime a change in status occurs. The Contractor shall provide a "Receiving Statistical Report" in accordance with DRD AN-9-2, Receiving Statistical Report.

9.5 Non-Core Hour Inbound Freight Services

The Contractor shall complete COTR approved non-core inbound freight services on the scheduled date to ensure items are received and delivered to meet customer requirements.

10.0 VEHICLE FLEET MANAGEMENT OPERATIONS

The Contractor shall provide driver services and vehicle operations using Government-provided vehicles to ensure vehicle fleet management operations are provided safely, timely, effectively, and efficiently.

The Contractor shall provide a monthly "Vehicle Statistical Report" in accordance with DRD AN-10-1, Vehicle Statistical Report.

10.1 Driver Services

The Contractor shall provide driver services in support of the passenger van service and transportation to ensure effective transportation is available.

10.1.1 Driver Services

The Contractor shall provide driver services on an as needed basis to drive buses, sedans, vans, or any vehicles appropriate to the required service. Driver service requirements may include: VIP visits, astronaut office support, educational organizations, and other occasions as identified by the COTR or designee.

10.2 Vehicle Operations

10.2.1 Sub-Pool Vehicle Fleet Management

The Contractor shall manage two sub-pool vehicle fleets to ensure that effective vehicle use, scheduling, availability, and justification is maintained. The Contractor shall transport sub-pool vehicles to and from designated locations for warranty, repair work, inspections, or preventive maintenance to ensure that all vehicles are maintained in safe and operating condition. The Contractor shall process customer requests for vehicle support and assign vehicles from JSC's sub-pool fleets, to verify the vehicles use in support of official Government business.

10.2.2 Vehicle Keys

The Contractor shall secure and maintain an extra set of ignition/entry keys for all Government vehicles to ensure backup keys are available if assigned keys are lost. The Contractor shall secure and maintain a segregated set of keys for those vehicles designated for Hurricane Emergency Preparedness use.

10.2.3 Vehicle Credit Cards

The Contractor shall manage GSA vehicle credit cards to ensure a valid credit card is assigned to all vehicles.

10.2.4 Reporting of Accidents

The Contractor shall notify the COTR and instruct the vehicle user to contact the GSA Accident Management Center (AMC), their supervisor, and official law enforcement authorities immediately after an accident to ensure effective reporting of all vehicle accidents. The Contractor shall provide a semi-annual "Vehicle Accident Report" in accordance with DRD AN-10-2, Vehicle Accident Report.

10.2.5 Vehicle Safety Recalls

The Contractor shall ensure all vehicle users receive a copy of the Vehicle Safety Recall notification issued by the vehicle manufacturer within 5 work days of receipt to ensure timely notification of vehicle recalls.

10.2.6 Process Re-justification of Vehicles

The Contractor shall receive all user requests for re-justification for assignment of a full-time vehicle to ensure documentation for all requests is complete. The Contractor will submit all requests to the COTR for approval, and notify the requestor upon approval or disapproval of the request.

10.2.7 Vehicle Preventive Maintenance (PM)

The Contractor shall notify vehicle users of the preventive maintenance (PM) due on vehicles assigned to them immediately upon receipt of the maintenance notification from GSA to ensure timely user notification.

10.2.8 Vehicle Emissions Inspections

The Contractor shall generate and distribute notifications in February and March annually to all vehicle users to have vehicle emissions inspections performed on all Government vehicles which are 2 years and older, except for diesel vehicles to ensure all emissions inspections are performed. The Contractor shall collect emissions inspections results from the users and forward to GSA, and maintain a copy of the results for 2 years to ensure effective documentation of emission inspections.

10.2.9 Special Event Transportation

The Contractor shall lease ground transportation vehicles from commercial transportation companies upon notification from the COTR, to ensure the customer's requirements are satisfied. Examples include: passenger coach buses, rental cars, and golf carts.

10.2.10 Federal Automotive Statistical Tool (FAST)

The Contractor shall update the FAST database with JSC and Contractor vehicle information, identified by the COTR, annually between October 1st and October 31st to ensure accurate reporting of vehicle information.

10.2.11 JSC Vehicle Fleet Spreadsheet

The Contractor shall maintain and update the JSC vehicle fleet spreadsheet with information identifying vehicle mileage, vehicle additions, replacements, and deletions, vehicle cost data, vehicle descriptions, vehicle users, repair, and maintenance information for all identified vehicle to ensure accurate documentation of vehicle information.

10.3 Non-Core Hour Vehicle Fleet Management Operations

The Contractor shall complete COTR approved non-core vehicle fleet management operations on the scheduled date to ensure operations meet customer requirements.

11.0 SPECIAL SUPPORT SERVICES

The Contractor shall provide non-routine special support services on a cost-reimbursable, Indefinite Delivery Indefinite Quantity (IDIQ) basis. Task orders will be issued by the Contracting Officer in accordance with NASA FAR Supplement (NFS) 1852.216-80, Task Order Procedures, to augment core logistics services. The Contractor shall perform moves, design furniture layouts, coordinate and support special events, support hurricane/severe weather plan activities, perform microfilm conversion, support space shuttle close-out equipment transition, attend conferences/seminars/training, coordinate special assignment airlift missions and charters, perform aircraft loadmaster services, and coordinate household goods moves, and the Integrated Asset Management (IAM) System Development and other special logistical services relating to special support needs on this contract.

11.1 Perform Moves

The Contractor shall move boxes, crates, computers, equipment and furniture to support JSC move requirements. The Contractor also shall prepare furniture for field delivery from the warehouse if required to fulfill the move requirements.

The Contractor shall assemble, clean, and polish furniture, as needed, prior to the scheduled move date identified by the COTR. A Government-provided key machine is available for making duplicate keys if required and possible. No more than 150 pieces per scheduled move day.

The Contractor shall deliver, disconnect, relocate, reconnect, and/or return to the warehouse office furniture per the COTR provided schedule.

The Contractor shall coordinate with the Planning and Integration Office (PIO) for moves to ensure effective planning, development and integration and accomplishment of Planning and Integration Office projects.

11.1.1 Move Coordination

The Contractor shall coordinate the planning, execution, and completion of all aspects of moves to ensure they are effectively and efficiently completed per the established move schedule with minimal impact to the customer. Moves may require coordination with the customer and organizations responsible for carpet installation and removal, construction, custodial, furniture, IT services, moving and hauling, scheduling, space utilization, and updating of the FHP's.

11.2 Design Furniture Layouts

The Contractor shall design furniture layouts using Government provided MicroStation software or a COTR-approved equivalent. The Contractor shall work with the customer to verify design and furniture requirements, design completion date, and identify construction and carpet requirements.

The Contractor shall perform a walk-through of the work area to evaluate customer requirements. The Contractor shall measure the work area to confirm the accuracy of the FHP drawings.

The Contractor shall prepare Furniture/Transportation Work Orders. Furniture layouts will be submitted to customer for approval. Furniture layouts and work orders will be approved by the COTR prior to start of work.

11.3 Coordinate and Support Special Events

Special Events are Center wide events requiring the coordination, set up, and tear down of items or services such as canopies, chairs, purchasing, tables and water stations. Most items needed to support a special event are available and provided by the Government, but special material purchases may be required.

The Contractor shall support the following recurring major JSC annual special events.

- a. Open House/Ballunarfest
- b. Chili Cook-off
- c. Safety and Total Health Day
- d. Safety Spring Fair
- e. Holiday Events

When Logistics support is required, the Contractor shall coordinate the planning, execution, and clean up of major special events. Specific requirements will be provided by the Government at the time each event is planned, coordinated and in process.

The Contractor shall identify a single-point-of-contact for each event to ensure event progress monitoring and problem mitigation. Responsibilities include:

- a. Creating a special event work plan for each major event that clearly identifies the roles and responsibilities
- b. Ensuring identification and resolution of any event problems
- c. Sponsor a post-event briefing with the COTR, within 2 weeks after each major event, to identify and discuss customer feedback, lessons learned, and possible areas of improvement

The Contractor shall be required to provide support at other minor or unique special events as identified by the COTR or designee. From time to time, there may be smaller events that shall be handled under furniture and transportation Sub-Parts rather than IDIQ.

11.4 Hurricane/Severe Weather Plan Support

11.4.1 Review and Update Hurricane/Severe Weather Plans

The Contractor shall participate in the annual review and update of JSC-05900 Appendix 2 Attachment A, Hurricane/Severe Weather Plan and the Logistics Division (LD) Hurricane/Severe Weather and Shelter Plan. All updates shall be completed prior to May 1st of each year.

11.4.2 Prepare for and Provide Hurricane/Severe Weather Support

The Contractor shall complete all preparations and accomplish all tasks identified in the LD Hurricane/Severe Weather and Shelter Plan. The Contractor shall actively participate in Center meetings/briefings related to impending hurricanes or severe weather.

11.5 Microfilm Conversion

The Contractor shall convert NEMS images currently archived on 16mm microfilm to Adobe Acrobat PDF file format as indicated by the task order. The Contractor shall store the converted files on a Government maintained server.

11.6 Space Shuttle Close-Out Equipment Transition

The Contractor shall support the Space Shuttle close-out activities as the Space Shuttle fleet is scheduled to be de-commissioned in Fiscal Year 2012, and all equipment transition activity to be completed by January 1, 2013. These close-out activities will result in a high volume of property and equipment identified for excess and disposal. The task order will detail close-out activities as they become known.

11.7 Contractor Conference/Seminar/Training and Travel Support

The Contractor shall provide the appropriate personnel to attend conferences, seminars, and training courses as identified by the COTR. Examples are: The GSA Conference, NASA Logistics Management Conference, and the FedFleet Conference. While in most instances these may occur locally, there may be occasions where travel will be required beyond the 50-mile radius of JSC.

11.8 Special Assignment Airlift Missions and Charters

The Contractor shall obtain Military Special Assignment Airlift Mission (SAAM) aircraft, Commercial Charter transportation services for both cargo and passengers, surface vessel charters, as identified by the COTR to support NASA programs and projects. The Contractor shall not be responsible for the cost of SAAM's and Charters.

11.9 Aircraft Loadmaster Services

The Contractor shall provide aircraft loadmaster services in support of NASA's Super Guppy Transport Operations to the COD and AOD to ensure all missions meet customer requirements. These services include pre-mission and post-mission planning activities that are required to ensure that all cargo and payloads operations meet all flight safety requirements. From time to time, the Contractor may be required to provide loadmasters services outside the Continental United States.

11.9.1 Pre and Post-Mission Activities

The Contractor shall plan, coordinate, and execute transportation of cargo and mission payloads, Super Guppy Shipping Fixture (SGSF), and associated support equipment to

ensure that all cargo and payloads meet required flight schedules and are delivered safely to the required destination.

The Contractor shall be required to initiate all pre-mission activities prior to arrival of other mission personnel. Pre-mission activities include cargo load planning, cargo preparation, material handling equipment preparations and positioning, cargo-loading procedures, coordinating with user customers, and cargo aircraft center-of-gravity requirements.

The Contractor shall operate the Super Guppy cargo loaders used to support Super Guppy cargo transport operations and other required aircraft loading and offloading equipment.

The Contractor shall provide appropriate weight and balance data to the Aircraft Commander and Flight Engineer for the purpose of computing required takeoff and landing data.

The Contractor shall perform post-mission activities which include cargo unloading, materials handling equipment preparation and positioning, and cargo preparation.

11.9.2 Mission Documentation

The Contractor shall maintain all documentation related to Super Guppy missions. The Contractor shall ensure that all files are accurate and complete and can be accessed for future missions. The Contractor shall maintain maintenance files on all mission support equipment. The Contractor shall be required to perform weights and balances calculations.

11.9.3 Non-Mission Support Activities

The Contractor shall support all non-mission related SGSF activities. These activities include maintenance and monitoring of the SGSF and its associated equipment to ensure that the SGSF is continually in mission ready status.

The Contractor shall maintain all mission support equipment with associated certification and calibration data. The Contractor shall ensure all mission support equipment certification and calibration is current.

The Contractor shall obtain rigging and heavy hauling support through the Facilities Contract as needed.

11.10 IAM System Development

The Contractor shall provide support for NASA's development and deployment of the identified IAM system component. The Contractor shall provide the appropriate personnel knowledgeable in the COTR identified logistics functional areas to attend component development meetings, conferences, and training courses associated with system development. While in some instances

these may occur locally, there may be instances where travel will be required beyond the 50-mile radius of JSC.

11.11 Specialized Moving and Relocation and other Special Logistical Services

The Contractor shall perform Specialized Moving and Relocation of NASA Labs, Training Facilities and Equipment, and other Transportation Tasks and Special Logistical Services. The Contractor shall utilize personnel knowledgeable and experienced in the performance of large scale moving and relocation of valuable, irreplaceable, custom equipment and facilities. Performance of these tasks may require coordination between the Logistics Contractor and other Service Contractors performing at JSC. The Contractor shall meet with the Customer as well as the CO and COTR to define requirements, develop plans, schedules, and cost estimates for the task.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1	OF 13	PAGES
2. AMENDMENT/MODIFICATION NO. 150		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center BJ5/Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6)		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)				(4)		9A. AMENDMENT OF SOLICITATION NO.
L&M Technologies, Inc. Attn: Katrina Parrott 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
CODE						10B. DATED (SEE ITEM 13) 12/21/07
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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(4)	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.
X	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:
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 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 incorporate the most recent Department of Labor Wage Determination into the contract. Section J Attachment E entitled "U.S. Department of Labor Wage Determinations" is replaced in its entirety by the following Wage Determination, WD 2005-2516 Revision 15 and CBA-WD 2006-623 Rev 3. This covers non exempt L&M employees and L&M employees not covered by CBA-2006-623.

This modification is administrative in nature and is at no cost to the Government.

(See attached)

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Yaranet G. Marquez, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>Yaranet G. Marquez</u> (Signature of Contracting Officer)	4/22/2013

Logistics Support Services

US Department of Labor

Wage Determination

Attachment E

WD 05-2516 (Rev.-15) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2516
Director	Wage Determinations	Revision No.: 15
		Date Of Revision: 06/13/2012

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76

05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57

12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43

15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning	21.04

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.95
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51

28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	26.35
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32

31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.71 average computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: CBA-2006-623 Revision No.: 3 Date Of Last Revision: 2/8/2012
Diane Koplewski Director	Division of Wage Determinations

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Logistics Support Services.

Collective Bargaining Agreement between contractor: L&M Logistics Team, and union:
International Brotherhood of Teamsters Local 968, effective 3/1/2009 through 8/31/2018 and
amended on 3/1/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees
employed by the contractor(s) in performing services covered by the Collective Bargaining
Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective
bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
000151		See Block 16C					
6. ISSUED BY		CODE		7. ADMINISTERED BY (if other than item 6)		CODE	
NASA/Johnson Space Center Attn: Homero Rangel/BJ5 2101 NASA Parkway Houston TX 77058-3696		JSC		NASA/Johnson Space Center Attn: Homero Rangel/BJ5 2101 NASA Parkway Houston TX 77058-3696		JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.			
L & M TECHNOLOGIES INC Attn: Katrina Parrott 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861				(x)			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				NNJ08JA01C			
				10B. DATED (SEE ITEM 13)			
				12/21/2007			
CODE		FACILITY CODE					
QFWD5							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>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.</p> <p>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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
X Unilateral Modification per Contract Clause H.7 - AWARD FEE/AWARD TERM							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
As a result of the Award Term evaluation for the period of 3/1/12-2/28/13 with a rating of "Excellent" as well as meeting the cost-gate on the contract and in accordance with Clause H.7 entitled "Award Fee/Award Term" as well as the Section J-D "Award Fee/Award Term Plan", Plan A Option 4 (Contract Year 7) is awarded per Section F Clause F.4 Year 7. This award will increase the completion form contract value from (b) (4) an increase of (b) (4) and the IDIQ value from (b) (4) and increase of (b) (4)							
Section F.3 Completion of Work shall be modified as follows:							
Payment Terms:							
Net 30 days							
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)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Yaranet Marquez			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				Yaranet B. Marquez		5/3/2013	
				(Signature of Contracting Officer)			
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

FROM:

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2014.

(End of clause)

TO:

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2015.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 155		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO	
5. PROJECT NO (if applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Yaranet Marquez/BJ5 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: Tyrone Wright/BJ5 2101 NASA Parkway Houston, TX 77058	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and Zip Code) L&M Technologies Inc. Attn: Justin Barnes 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861		(9)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(10)	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 data, 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 FAR 43.103(a)(3) MUTUAL AGREEMENTS OF THE PARTIES

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.)

The purpose of this modification is to update Section B - SUPPLIES OR SERVICES AND PRICE/COSTS -- to incorporate the following:

- 1) Add Clause B.8 -- AGREEMENT ON UNALLOWABLE COSTS -- to the contract.
- 2) All other terms and conditions remain unchanged.

In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's "provisional indirect billing rate proposal for adjustment," 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 for adjustment.

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) PETER E. HARRO, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet G. Marquez, Contracting Officer	
15B. CONTRACTOR/OFFICER (Signature of person authorized to sign)	15C. DATE SIGNED 5/29/13	16B. UNITED STATES OF AMERICA BY Yaranet G. Marquez (Signature of Contracting Officer)	16C. DATE SIGNED 5/31/2013

B.8 Agreement on Unallowable Costs

Without otherwise affecting the applicability of the cost principles set forth in Part 31 of the Federal Acquisition Regulation, which are a part of this contract pursuant to the clause entitled: "Allowable Cost and Payment," the following agreements are made as to the reporting and billing terms for this contract:

Provisional and Actual Billing Rates

For contract years 1 through 5 that the Contractor invoiced at indirect rates below the provisional billing rates approved by the DCAA, the Contractor shall assume all costs in excess of the indirect rates in the table below. Any costs incurred above these amounts shall be unallowable costs and shall not be billed to the Government under this or any other Government contract.

Contract Year	Full Fringe (FF)	Overhead (OH)	G&A
Contract Year 1	(b) (4)		
Contract Year 2			
Contract Year 3			
Contract Year 4			
Contract Year 5			

Beginning with Contract year 6, at the start of each contract year, the Contractor may request to bill the Government using indirect rates that are below the provisional billing rates approved by the DCAA. The Contractor shall inform the Contracting Officer of the decision whether to use the provisional billing rates or an amount less than the provisional rates. At no time during the period of performance of this contract may the contractor request to bill the Government at a rate higher than the most current provisional billing rates approved by the DCAA.

For contract years 6 through 10 that the Contractor invoices at indirect rates below the provisional billing rates approved by the DCAA, the Contractor shall assume all costs in excess of those billed. Any costs incurred above amounts invoiced shall be unallowable costs and shall not be billed to the Government under this or any other Government contract. In no instance shall the contractor retroactively request payment for costs incurred in any prior contract year as a result of unbilled costs to the Government in which billing rates lower than those approved by the DCAA were implemented.

This clause does not, in any way, guarantee that the Contractor will meet its future cost gate requirements.

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000156		3. EFFECTIVE DATE 05/29/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Nancy G. Hubbell/BJ5 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Reagan Hunter/BJ5 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Justin W. Barnes 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0FWD5		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

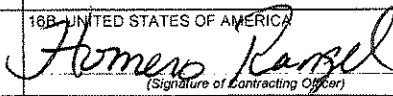
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to rerepresent/recertify the business size from a Small Business to a Other Than Small Business under NAICS code 493110, effective May 29, 2013.

Payment Terms:

Net 30 days

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Homero Rangel	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/13/13

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000157		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Nancy G. Hubbell/BJ5 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Reagan Hunter/BJ5 2101 NASA Parkway Houston TX 77058-3696	
CODE		JSC		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Justin W. Barnes 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	
CODE 0FWDS		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)

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.
X	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:
	D. OTHER (Specify type of modification and authority)

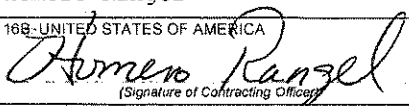
E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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 the contract section H.2 KEY PERSONNEL AND FACILITIES, to reflect a change in the Program Manager position from Katrina A. Parrott to Justin Barnes.

This modification is administrative in nature and is at no cost to the Government. See pages 2 and 3 for clause changes.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Homero Rangel	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/8/13
(Signature of person authorized to sign)			

FROM:**H.2 KEY PERSONNEL AND FACILITIES (NFS 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.

Katrina A. Parrot
Program Manager

(b) (4)

Safety, Quality and Environmental Manager

TO:**H.2 KEY PERSONNEL AND FACILITIES (NFS 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.

Justin W. Barnes
Program Manager

(b) (4)

Safety, Quality and Environmental Manager

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 165		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BJ5/Yaranet Marquez 2101 NASA Parkway Houston, TX 77058		CODE		7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: BJ5/Yaranet Marquez 2101 NASA Parkway Houston, TX 77058		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies Inc. Attn: Justin Barnes 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				(8)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
						10B. DATED (SEE ITEM 13) 12/21/2007	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

(9)	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) FAR 43.103(a)(3) MUTUAL AGREEMENTS OF THE PARTIES

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

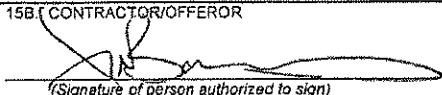

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise the following sections of the Statement of Work (Section C of the contract):

- 6.3, Inventory Management
- 6.4, Tagging and Detagging of Property
- 9.3.2, Priority Receipts

See page 2 and 3 for the specific changes.

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) Justin Barnes, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet G. Marquez, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/7/13	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/4/2013

FROM:

6.3 Inventory Management

The Contractor shall use SAP to conduct an annual wall-to-wall inventory to ensure tagged property has been physically located and scanned to determine the completeness and accuracy of SAP, per the NPR 4200.1. The Contractor shall investigate and reconcile all discrepancies to include identifying property with no Government-owned markings. The Contractor shall include validation for user listings as part of the inventory per NPR 4200.1, NASA Equipment Manual. The Contractor shall establish an inventory folder on each property account and submit final inventory results. The Government will provide bar code scanners, NASA Equipment Control Number (ECN) tags, decals, and inventory stickers required for control of property. Inventories are conducted in accordance with an approved annual inventory schedule and with DRD AN-6-1, Annual Inventory Schedule. The Contractor shall devise and implement a Government approved sampling survey system to verify the accuracy of the items being tagged and their corresponding serial numbers.

The Contractor shall complete an annual physical inventory on all temporary storage case files ensuring items are accounted for and in the proper location in conjunction with performance of the annual equipment inventories. The Contractor shall complete the inventory and forward the Case File Folder to the COTR or designee 10 days prior to the anniversary date the case file was established.

TO:

2.3 Temporary Storage

The Contractor shall manage temporary storage for the purpose of safely and securely storing equipment on a temporary basis. The Contractor shall organize and track items in Temporary Storage by case files.

The Contractor shall evaluate available storage space, provide transportation to and from customer location, and pack and store items appropriately.

The Contractor shall complete add or removal actions, and update the database within 3 work days.

The Contractor shall complete a physical inventory annually of each case file ensuring items are accounted for and in the proper location. The Contractor shall complete the inventory and forward the Case File Folder to the COTR 10 days prior to the anniversary date the case file was established.

***Note: The second paragraph in 6.3 has moved to section 2.3, no other change is being made.**

FROM:**6.4 Tagging and Detagging of Property****6.4.1 Tagging Property**

The Contractor shall locate and physically tag property not previously processed for the purpose of establishing and maintaining property identification records in SAP. The Contractor shall acquire COTR approval prior to items being virtual tagged. The Contractor shall complete the tagging process within 5 work days of receipt of documentation.

The Contractor shall initiate a NF528 and forward this form and a copy of the Contractor's file to JB3.

TO:**6.4 Tagging and Detagging of Property****6.4.1 Tagging Property**

The Contractor shall locate and physically tag property not previously processed for the purpose of establishing and maintaining property identification records in SAP. The Contractor shall acquire COTR approval prior to items being virtual tagged. The Contractor shall complete the tagging process within 5 work days of receipt of documentation.

FROM:**9.3.2 Priority Receipts**

The Contractor shall process priority receipts on the same work day item is received. Priority receipts are defined as: Hazardous Materials; Communication Security (COMSEC); Medical Items or Drugs; Work Stoppages; or receipts requiring special handling. The Contractor shall provide a "Hazardous Materials Statistical Report" in accordance with DRD AN-9-1, Hazardous Material Statistical Report.

The Contractor shall process priority receipts within 2 work days if received by 2 p.m. If received after 2 p.m. it will be processed within the next 2 work days.

- A. Not requiring inspection – by close of business 3rd work day
- B. Requiring inspection – by close of business 5th work day

TO:

9.3.2 Priority Receipts



The Contractor shall process priority receipts on the same work day item is received. Priority receipts are defined as: Hazardous Materials; Communication Security (COMSEC); Medical Items or Drugs; Work Stoppages; or receipts requiring special handling. The Contractor shall provide a "Hazardous Materials Statistical Report" in accordance with DRD AN-9-1, Hazardous Material Statistical Report.

The Contractor shall process priority receipts within 3 work days if received by 2 p.m. If received after 2 p.m. it will be processed within the next 3 work days.

- C. Not requiring inspection – by close of business 3rd work day
- D. Requiring inspection – by close of business 5th work day

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 14 PAGES	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">S/A 167</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16c</div>		4. REQUISITION/PURCHASE REQ NO.	
5. PROJECT NO. (if applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	
CODE		FACILITY CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) L&M Technologies, Inc. Attn: Justin Barnes 4209 Balloon Park Rd. NE Albuquerque, NM 87109-5861		(S)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
				10B. DATED (SEE ITEM 13) 12/21/2007	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data 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.					
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 <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

CONTINUED ON THE NEXT PAGE

15A. NAME AND TITLE OF SIGNER (Type or print) <div style="text-align: center;">Justin W. Barnes</div>		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <div style="text-align: center;">Yaranet G. Marquez</div>	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED <div style="text-align: center;">12/5/13</div>	15B. UNITED STATES OF AMERICA 	15C. DATE SIGNED <div style="text-align: center;">12/5/13</div>
NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE		30/106 COMPUTER GENERATED	
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA			
FAR (48 CFR) 53.24			

SF30, Block 14

The purpose of this Supplement Agreement is to:

Definitize the Request for Equitable Adjustment (REA) for the Speedy Packer Material and the Speedy Packer and X-Ray machines' Maintenance Agreements, dated June 27, 2013. This REA definitizes the subject costs from contract year (CY) 6 through CY 10.

The negotiated Completion Form contract value for cost and fee is (b) (4), respectively, for a Completion Form Total Value increment of (b) (4).

Completion Form Negotiated Settlement by Contract Year

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	\$	(b) (4)	
Contract Year 7 (3/1/14 - 2/28/15)	\$		
Contract Year 8 (3/1/15 - 2/28/16)	\$		
Contract Year 9 (3/1/16 - 2/28/17)	\$		
Contract Year 10 (3/1/17 - 2/28/18)	\$		
GRAND TOTAL COSTS	\$		

NOTE: The new values in the table above are the same values that affect Section B.3, Section F.4, and Section J- Attachment D, Appendix 3.

As a result of this Supplement Agreement, the following changes are made to the contract:

1. Update Section B.3, "Estimated Cost, Award Fee, Fixed Fee, Award Term".
2. Update Section F.4, "Option to Extend Completion Date, Terms and Conditions".
3. Update Section J, Attachment D, Appendix 3 "Award Fee Distribution".

In consideration of the modification(s) agreed to herein as full and complete equitable adjustment for the changes set forth herein and all claims arising out of or attributable to the issuance of contract changes and/or contractor proposals listed herein, 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 these changes.

1. Clause B. 3 entitled, "ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM" is revised as follows:

Table B.3.1 – PLAN A

FROM:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b)	(4)	(4)
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
GRAND TOTAL COSTS			

TO:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b)	(4)	(4)
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
GRAND TOTAL COSTS			

Table B.3.2 - PLAN B

FROM:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b)	(4)	
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
GRAND TOTAL COSTS			

TO:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b)	(4)	
Contract Year 7 (3/1/14 - 2/28/15)			
Contract Year 8 (3/1/15 - 2/28/16)			
Contract Year 9 (3/1/16 - 2/28/17)			
Contract Year 10 (3/1/17 - 2/28/18)			
GRAND TOTAL COSTS			

- Section F entitled, "DELIVERIES OR PERFORMANCE" is deleted in its entirety and replaced with the attached Section F.

3. Section J, Attachment D, Appendix 3 entitled, "AWARD FEE DISTRIBUTION" is updated as follows:

FROM:

Award Fee Distribution				
Contract Year	Evaluation Period Number	Evaluation Periods	Available Fee	Earned Fee
Phase-In	N/A	Jan. 7, 2008 – Feb. 29, 2008	N/A	N/A
Contract Year 1	1	March 1, 2008 – Aug. 31, 2008	(b) (4)	
	2	Sept. 1, 2008 – Feb. 28, 2009		
Contract Year 9	17	March 1, 2016 – Aug. 31, 2016		
	18	Sept. 1, 2016 – Feb. 28, 2017		
Contract Year 10	19	March 1, 2017 – Aug. 31, 2017		
	20	Sept. 1, 2017 – Feb. 28, 2018		

TO:

Award Fee Distribution				
Contract Year	Evaluation Period Number	Evaluation Periods	Available Fee	Earned Fee
Phase-In	N/A	Jan. 7, 2008 – Feb. 29, 2008	(b) (4)	
Contract Year 1	1	March 1, 2008 – Aug. 31, 2008		
	2	Sept. 1, 2008 – Feb. 28, 2009		
Contract Year 9	17	March 1, 2016 – Aug. 31, 2016		
	18	Sept. 1, 2016 – Feb. 28, 2017		
Contract Year 10	19	March 1, 2017 – Aug. 31, 2017		
	20	Sept. 1, 2017 – Feb. 28, 2018		

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F.2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 300 mile radius of the surrounding geographical area
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2014.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 29, 2012.</u>		

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,017,174.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2013.</u>		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,541.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.		

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,955.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,529.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,548.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.		

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
		\$76,730,434.91
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,809.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.		

II. These are pre-priced options that apply to Plan B if it is implemented:**YEAR 4:** 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,017,174.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,541.

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,955.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,529.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,548.

3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$76,553,947.91	

2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,809.
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
NASA Johnson Space Center
Building 420
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer
Mark with: Purchase Request No. TBD
Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
Alan M. Miyamoto
Mail Code: JB, Bldg. 419, Rm. 123

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) Contractor Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F. 7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in ¼-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM: OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____
Destination: _____".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii,

Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Outbound Transportation Office
Contract Transportation
2101 NASA Parkway
Mail Code JB7
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6512. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces
- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 12 PAGES	
2. AMENDMENT/MODIFICATION NO. S/A 174		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)				(f)		9A. AMENDMENT OF SOLICITATION NO.
L&M Technologies, Inc. Attn: Justin Barnes 4209 Balloon Park Rd. NE Albuquerque, NM 87109-5861						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C
						10B. DATED (SEE ITEM 13) 12/21/2007
10C. CODE		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 9 and 15, and returning one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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

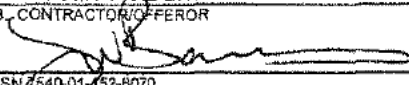
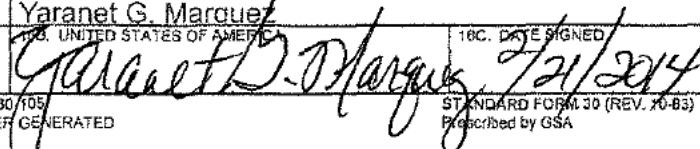
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	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 data, 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 3 copies to the issuing office.

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

CONTINUED ON THE NEXT PAGE

15A. NAME AND TITLE OF SIGNER (Type or print) Justin W. Barnes		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaracet G. Marquet	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 2/21/14	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 2/21/2014
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30/105 COMPUTER GENERATED FAR (48 CFR) 53.24	
STANDARD FORM 30 (REV. 70-83) Prescribed by GSA			

SF30, Block 14

The purpose of this Supplemental Agreement is to:

Definitize the Request for Equitable Adjustment (REA) for the Space Shuttle Closeout Project, dated January 16, 2014. This REA definitizes the subject costs from May 2013 through August 2013.

The negotiated Completion Form contract value for cost and fee is (b) (4), respectively, for a Completion Form Total Value increment of (b) (4)

Completion Form Negotiated Settlement

COMPLETION FORM NEGOTIATION

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	\$	(b) (4)	
GRAND TOTAL COSTS	\$		

NOTE: The new values in the table above are the same values that affect Section B.3 and Section F.4.

As a result of this Supplement Agreement, the following changes are made to the contract:

1. Update Section B.3, "Estimated Cost, Award Fee, Fixed Fee, Award Term".
2. Update Section F.4, "Option to Extend Completion Date, Terms and Conditions".

In consideration of the modification(s) agreed to herein as full and complete equitable adjustment for the changes set forth herein and all claims arising out of or attributable to the issuance of contract changes and/or contractor proposals listed herein, 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 these changes.

1. Clause B. 3 entitled, "ESTIMATED COST, AWARD FEE, FIXED FEE, AWARD TERM" is revised as follows:

Table B.3.1 – PLAN A

FROM:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b) (4)		
GRAND TOTAL COSTS			

TO:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b) (4)		
GRAND TOTAL COSTS			

Table B.3.2 - PLAN B

FROM:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b) (4)		
GRAND TOTAL COSTS			

TO:

CONTRACT YEAR COSTS	COST	FEE	TOTAL
Contract Year 6 (3/1/13 - 2/28/14)	(b) (4)		
GRAND TOTAL COSTS			

2. Section F entitled, "DELIVERIES OR PERFORMANCE" is deleted in its entirety and replaced with the attached Section F.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

No NASA by reference clauses in Section F.

(End of clause)

F.2 PLACE OF PERFORMANCE

This contract may be performed at:

1. Johnson Space Center and within a 300 mile radius of the surrounding geographical area.
2. On a non-routine basis, other work locations in support of the statement of work requirements.

(End of clause)

F.3 COMPLETION OF WORK

All work required under this contract, including submission of all reports, shall be completed on or before February 28, 2014.

(End of clause)

F.4 OPTION TO EXTEND COMPLETION DATE, TERMS AND CONDITIONS

The Government may extend the term of this contract by written notice to the Contractor within 30 days or more before expiration of the base period provided that the Government has given

the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years as indicated in Clause H.8.

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.8:

YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2012.		

YEAR 5: 3/1/2012 – 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,017,174.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2013.		

YEAR 6: 3/1/2013 – 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,541.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2014.		

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,038,955.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.		

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,529.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016.		

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,548.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.		

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$76,796,933.54	
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,809.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2018.</u>		

II. These are pre-priced options that apply to Plan B if it is implemented:YEAR 4: 3/1/2011 - 2/29/2012

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,000,000.		
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YEAR 5: 3/1/2012 - 2/28/2013

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
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3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2013.</u>		

YEAR 6: 3/1/2013 - 2/28/2014

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available fixed fee		
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YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
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YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
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YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	(4)
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1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b) (4)	
and to increase maximum available award fee		
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2. B.5 entitled "Indefinite Delivery/Indefinite Quantity (IDIQ)" shall be modified to increase the minimum value by \$50,000 and increase the maximum value by \$2,039,809.		
3. F.3, entitled "Completion of Work" shall be modified to extend the Completion Date to <u>February 28, 2018.</u>		

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in Section J, Attachment C, DRL and DRD. Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to:
NASA Johnson Space Center
Building 420
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer
Mark with: Purchase Request No. TBD
Contract Number: NNJ08JA01C

For reissue to: Contracting Officer's Technical Representative (COTR)
Kristen Tolleson
Mail Code: JB, Bldg. 419, Rm. 123

(End of clause)

F.6 PHASE-IN/PHASE-OUT

(a) **Contractor Phase-In.** The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Contractor shall support a weekly meeting with the preceding Contractor(s) to discuss/identify problems or areas requiring attention during the phase-in period. The Contractor shall accomplish phase-in in accordance with DRD AN-1-2, Logistics Phase-In Plan.

The total cost of phase-in shall not exceed (b) (4). Any costs incurred in excess of this amount shall be unallowable under this or any other Government Contract.

(b) **Contractor Phase-Out.** Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.

(End of clause)

F.7 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in ¼-inch letters or larger by hand printing or rubber stamps:

"THIS IS A FLIGHT ITEM; OR "THIS IS A MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

F.8 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____

Destination: _____".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii,

Commonwealth of Puerto Rico, and possessions of the United States. (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

Outbound Transportation Office
Contract Transportation
2101 NASA Parkway
Mail Code JB7
Houston, TX 77058

If time is limited, requests may be by telephone at: 281-483-6512. Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces

- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. 177		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE RFO NO. N/A		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ5	
L&M Technologies, Inc. Attn: Justin Barnes 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C	
						10B. DATED (SEE ITEM 13) 12/21/07	
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

(4)	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) FAR 43.103(a) Mutual Agreement of Both Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 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 Modification 177 is to add the following:

Clause 52.204-15, SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014). The addition of this clause will update section I of the contract and is incorporated by reference into the contract.

This modification is at no additional cost to the Government.

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) PETER E. HARROD, PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet G. Marquez, Contracting Officer	
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 4/4/14	16B. UNITED STATES OF AMERICA BY Yaranet G. Marquez (Signature of Contracting Officer)	16C. DATE SIGNED 4/7/14

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 13		
2. AMENDMENT/MODIFICATION NO. 178		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center BJ5/Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6)		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) L&M Technologies, Inc. Attn: Justin Barnes 4209 Balloon Park Rd NE Albuquerque, NM 87109-5861				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C			
				10B. DATED (SEE ITEM 13) 12/21/07			
CODE		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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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:
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ 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 incorporate the most recent Department of Labor Wage Determination into the contract. Section J Attachment E entitled "U.S. Department of Labor Wage Determinations" is replaced in its entirety by the following Wage Determination, WD 2005-2516 Revision 16 and CBA-WD 2006-623 Rev 3. This covers non exempt L&M employees and L&M employees not covered by CBA-2006-623.

This modification is administrative in nature and is at no cost to the Government.

(See attached)

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Yaranet G. Marquez, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Yaranet G. Marquez</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/8/14
(Signature of person authorized to sign)			

Logistics Support Services

US Department of Labor

Wage Determination

Attachment E

>

WD 05-2516 (Rev.-16) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2516
Director	Wage Determinations		Revision No.: 16
			Date Of Revision: 06/19/2013

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13

12221 - Nursing Assistant I	8.57
12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43

15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.04

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.95
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38

28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	26.35
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	

99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: CBA-2006-623 Revision No.: 3 Date Of Last Revision: 2/8/2012
Diane Koplewski Division of Director Wage Determinations	
<hr/>	
State: Texas	
 Area: Harris	

Employed on NASA Johnson Space Center contract for Logistics Support Services.

Collective Bargaining Agreement between contractor: L&M Logistics Team, and union: International Brotherhood of Teamsters Local 968, effective 3/1/2009 through 8/31/2018 and amended on 3/1/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000182		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE NASA/Johnson Space Center Attn: Noha Sahnoune/BJ5 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L & M TECHNOLOGIES INC Attn: Justin W. Barnes 4209 BALLOON PARK RD NE ALBUQUERQUE NM 87109-5861		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0FWD5 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA01C		10B. DATED (SEE ITEM 13) 12/21/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Mutual Agreement of Both Parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 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 replace Section G.6 - SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998) in its entirety with JPI 52.216-92, Submission of Vouchers for Payment.

This modification is administrative in nature and is at no cost to the Government. See pages 2 and 3 for clause changes.

Payment Terms:

Net 30 days

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Justin Barnes Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shari K. Miller	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 6/24/14		16C. DATE SIGNED 06/13/2014	

FROM:

G.6 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 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:

NSSC
Financial Management Division – Accounts Payables
Building 111, C. Road
Stennis Space Center, MS 39529
Email: nssc-accountspayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency 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 to:

Defense Contract Audit Agency
Albuquerque Branch Office
500 Gold Ave SW, Suite 12100
P.O. Box 1861
Albuquerque, NM 87103-1861

(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; and
- (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 forwarded to the same address as b (1) above. 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)

TO:

52.216-92 Submission of Vouchers for Payment. (MAY 2014) (JSC Procurement Instruction)

- (a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the Department of Defense (DoD) Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by the Defense Contract Audit Agency based upon a risk-based review process.
- (1) To access the DoD WAWF system, the Contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DoD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.
 - (2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. For additional questions, contact the NSSC Customer Contact Center at 1-877-677-2123.
 - (3) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all required back-up documentation to support each payment request.
- (b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using a Standard Form (SF) 1034 and submitted electronically to the following address for payment:
- E-mail address: NSSC-AccountsPayable@nasa.gov
Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
Fax Number: 1-866-209-5415
- (c) For both cost and fee voucher submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer outside of WAWF. The Contracting Officer may designate other recipients as required.
- (d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with terms of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT I D CODE	PAGE OF PAGES
2. AMENDMENT/MOD NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
6 ISSUED BY CODE		7. ADMINISTERED BY CODE		5. PROJECT NO	
8. NAME AND ADDRESS OF CONTRACTOR (<i>No. Street, County, State and ZIP Code</i>)				(9)	9A. AMENDMENT OF SOLICITATION NO
				<input type="checkbox"/>	9B. DATED (<i>SEE ITEM 11</i>)
				(10)	10A. MOD. OF CONTRACT/ORDER No
CODE		FACILITY CODE		<input type="checkbox"/>	10B. DATED (<i>SEE ITEM 13</i>)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR 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:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;</p> <p>(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or</p> <p>(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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (<i>if required</i>)					
<i>Financial Management</i>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (<i>Specify authority</i>) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (<i>such as changes in paying office, appropriation date, etc.</i>) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/> D. OTHER (<i>Specify type of modification and authority</i>)					
IMPORTANT: Contractor (is or is not) required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (<i>Organized by UCF section headings, including solicitation/contract subject matter where feasible.</i>)					
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 (<i>Type or print</i>)			16A. NAME AND TITLE OF CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(<i>Signature of person authorized to sign</i>)		(<i>Signature Of Contracting Officer</i>)		16C. DATE SIGNED	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1	13
2. AMENDMENT/MOD NO. 000189		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO	
6 ISSUED BY NASA/Johnson Space Center Institutional Procurement Office 2101 NASA Parkway Houston, TX 77058-3696		CODE BJ5		7. ADMINISTERED BY NASA/Johnson Space Center Attn: Rachael Copeland, Contract Specialist 281.244.6962 rachael.m.copeland@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) L&M Technologies, Inc. Attn: Justin W. Barnes 1209 Balloon Park Rd. NE Albuquerque, NM 87109				(9)		9A. AMENDMENT OF SOLICITATION NO	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				(10)		10A. MOD. OF CONTRACT/ORDER No NNJ08JA01C	
				<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13) 12/21/2007	
CODE 0FWD5		FACILITY CODE JSC					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR 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:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy 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 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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (if required)							
<i>Financial Management</i>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> 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.							
<input type="checkbox"/> 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).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) MUTUAL AGREEMENT OF THE PARTIES							
IMPORTANT: Contractor is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this modification is to (1) update section 7 of the Statement of Work (Section C of the contract), (2) update section 8.1 of the Statement of Work, and (3) update the Performance Metrics and Workload Data DRD in section J Attachment C. Retroactive to September 1, 2013, the date on which the Timeliness of Disposal data began being measured by the Government, Metric 7.0.1 and the corresponding DRD are effective. This modification is administrative in nature and is at no cost to the Government. See attached pages...</p>							
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) Justin W. Barnes, Program Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED 8/25/14		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature Of Contracting Officer)			