AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
01	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
1	See Block 16C	None	

6. ISSUED BY CODE PS33, MGH

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGH

Edgar F. Sanchez
Ph.: 256-544-0175
Fax: 256-544-9080
Email: Edgar.F.Sanchez@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Deltha-Critique Joint Venture
3520 General DeGaulle Drive
New Orleans, LA 70114

CODE SAP ID# 127078 FACILITY CODE CAGE 3D8B2

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED *(SEE ITEM 13)* 06/01/08

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 __1___ 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 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)*
None

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:

D. OTHER *(Specify type of modification and authority)*
FAR Clauses 43.103(a)(3) and 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.)*

	MAXIMUM QUANTITY (ref. Clause B-1)	TASK ORDER CUMULATION (ref. Clause B.1 (b) & Attachment J-5)
	Total Potential Estimated Cost	Total Task Order Values
Previous	(b)(4)	$0.00
This Mod		$0.00
New Total	$4,632,502.00	$0.00

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)*
(b)(4)	Edgar F. Sanchez Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
al Signed By *ignature of person authorized to sign)*	06/18/2008	BY */s/ Original Signed By* *(Signature of Contracting Officer)*	6/25/2008

The purposes of this bilateral modification is to reflect: a) a revised NASA FAR Supplement clause (NFS), b) new and revised Marshall Space Flight Center (MSFC) unique clauses to include it's corresponding attachments, c) a revised Performance Work Statement (PWS) as a result of updates to the Data Procurement Document (DPD), d) a revised DPD in compliance with current NASA regulations and e) a current Wage Determination for the current period of performance. No increase in contract value is associated with inclusion of the requirements delineate above. The foregoing action is further implemented by the inclusion of the following modifications.

A. Section G, NFS Clause 1852.245-71, entitled: "Installation-Accountable Government Property," (JUN 2007) is hereby incorporated by revision in full text in compliance with current NASA regulations.

B. Section H, MSFC Clause 52.223-94, entitled: "Safety Performance and Evaluation, Evaluation Criteria and Performance Recognition," (FEB 2008), is hereby incorporated by revision in full text in compliance with current NASA regulations.

C. Section H, MSFC Clause 52.223-93, entitled: "Advanced Notification of Contractor Employee Involuntary Termination," (FEB 2008), is hereby incorporated in full text in compliance with current NASA regulations.

D. Section I, FAR Clause 52.203-13, entitled: "Contractor Code of Business Ethics and Conduct," (Dec 2007) is hereby incorporated by reference in compliance with current Federal Acquisition Regulations.

E. Section J, page J-1, entitled: "Part III – List of Documents, Exhibits and Other Attachment," the title under Attachment 7 is being revised to read as follows: "Safety Performance Evaluation Summary" in lieu of "Safety & Health Management Implementation Guide."

F. Section J, Attachment J-1, entitled: "Performance Work Statement," under subparagraph 1.5 entitled: "Security Requirements" the first paragraph is deleted in its entirety to coincide with revisions made under the Data Procurement Document (i.e., deletion of DRD 1185CD-001/Contractor Information Technology Security Program Plan).

G. Section J, Attachment J-3, entitled: "Data Procurement Document," is being modified as follows:

   a. Data Requirement Document (DRD) 1185CD-001, entitled: "Contractor Information Technology Security Program Plan," is deleted in its entirety due to an internal administrative action by the office of primary responsibility for this DRD.

b. DRD 1185SA-001, entitled: "Safety, Health and Environmental (SHE) Plan," is revised by the office of primary responsibility for this DRD to reflect current NASA standards.
c. DRD 1185SA-001, entitled: "Mishap and Safety Statistics Reports," is revised by the office of primary responsibility for this DRD to reflect current NASA standards.

H. Section J, Attachment J-7, entitled: "Safety & Health Management Implementation Guide," is being deleted its entirety and replace with Attachment J-7, entitled: "Safety Performance Evaluation Summary."

I. Section J, Attachment J-9, entitled: "Wage Determination," retroactively incorporate Wage Determination No. 2005-2007 Revision No. 7, dated March 11, 2008 for the current period of performance effective from June 1, 2008 through May 31, 2009.

J. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NNM08AA28C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
G-3 thru G-4	G-3 thru G-4
H-11 thru H-15	H-11 thru H-15
I-1	I-1
J-1	J-1
J-1-3	J-1-3
Attachment J-3(entire)	Attachment J-3 (entire)
Attachment J-7(entire)	Attachment J-7-1 and J-7-2
	Attachment J-9 (pages 10 thru 22)

K. All other terms and conditions of contract NNM08AA28C remain unchanged.

An information copy shall be furnished to the following:

George C. Marshall Space Flight Center
Attn: Edgar F. Sanchez/PS33
Marshall Space Flight Center, AL 35812

Note: An alternative means of submitting invoices, modifications and awards from the Centers, is to email or fax them to:
*Email Address: **NSSC-AccountsPayable@nasa.gov***
FAX Number: 1-866-209-5415

(End of Clause)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION) (NFS 1852.245-71) (SEP 2007)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual
NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements
NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

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

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its

return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

__√__(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

__√__(2) Office furniture.

__√__(3) Property listed in: (ref. Attachment J-8, Installation Property and Services).

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

__√__ (4) Supplies from stores stock.

__√__ (5) Publications and blank forms stocked by the installation.

__√__ (6) Safety and fire protection for Contractor personnel and facilities.

__√__ (7) Installation service facilities:

__√__ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

__√__ (9) Cafeteria privileges for Contractor employees during normal operating hours.

__√__ (10) Building maintenance for facilities occupied by Contractor personnel.

__√__ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

(a) In accordance with the clause at 1852.245-71, “Installation-Accountable Government Property,” the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this order within the physical borders of the installation, which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls, both local and long distance.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-8, entitled “Installation-Provided Property and Services.” The Government retains accountability for this property under the clause at 1852.245-71, “Installation-Accountable Government Property,” regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the

least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the
United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

H.14 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION MSFC 52.223-94 (FEB 2008)

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable

determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT
HAZARD PREVENTION AND CONTROL

(ELEMENT 1)	**(ELEMENT 3)**
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

(ELEMENT 2)	**(ELEMENT 4)**
System And Worksite Hazard Analysis	**Safety and Health Training**
Complete And Update Baseline Surveys	Employee
Perform Analysis Of New Work	Supervisor
Job Hazard Analysis/ Process Review	Manager
Self-Inspections	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

Contractor performance will be recognized as follows:

Level I - **Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) ≤ 50% of the LTC for the applicable North American Industry Classification System (NAICS) rate.**	***Formal award with public recognition. Appropriate past performance referrals provided.***

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the contractor shall have no lost time injuries during the past year.

Level II - **Annual rating score of ≥ 28 based on the annual assessment score, and a LTC < the applicable NAICS rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.**	***Formal letter of commendation. Will impact contract evaluation and past performance referrals.***

Exception: *Contractors with less than 100 employees located onsite MSFC*. To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

Level III - **Annual rating score of ≤ 16 or a LTC NAICS rate.**	***Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance***

Failure to improve could result in contract options not being exercised.

Exception*:* Contractors with less than 100 employees located onsite MSFC. *A Level III rating will be given to a contractor having greater than two* lost time injuries during the past year.

If contractor's Safety Performance evaluation does not fall within the above categories.	***No recognition***

NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct annual self-assessment and assign numerical score to each element.

- Contractor self assessments will address compliance with their approved Safety and Health Plan.

- Contractor to have self-assessment validated by CO/COTR and Industrial Safety Branch.

- On an annual basis, the CO will apply contract incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below*.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. SAFETY METRIC REPORTING.

The contractor shall report safety metrics to the extent specified in the contract.

7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of $1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause**)**

H.15 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION MSFC 52.223-93 (FEB 2008)

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of clause)

[END OF SECTION]

PART II – CONTRACT CLAUSES

SECTION I-CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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 Clauses:
http://www.arnet.gov/far/
NASA FAR Supplement clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm
MSFC Clauses:
http://ec.msfc.nasa.gov/msfc/msfc_uni.html

(End of Clause)

NOTICE: The following clauses are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

Number	Clause Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sep 2005
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Jul 2006
52.204-9	Personal Identity Verification of Contractor Personnel	Nov 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment No.	Description	*Pages*
1	Performance Work Statement	J-1-1 – J-1-9
2	Performance Requirements Summary	J-2-1
3	Data Procurement Document	J-3-1 – J-3-28
4	Contractor Fully Burdened Labor Rate Inclusive of Profit	J-4-1
5	Task Order Summary	J-5-1
6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
7	Safety Performance Evaluation Summary	J-7-1 – J-7-2
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-9
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

organizations as required. Additionally, the Contractor shall provide continuity of administrative support service when there is an absence of its employees for any reason. The Contractor shall determine the workload of Contractor employees based on needs of the requiring organization.

1.4 Safety, Health, and Environmental

The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevents employee fatalities, (2) reduces the number of incidents, (3) reduces the severity of employee injuries and illnesses, and (4) protects the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1185SA-001. The SHE Plan shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort:

a. Management leadership and employee involvement.
b. System and worksite analysis.
c. Hazard prevention and control.
d. Safety, health and environmental training.

The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Office in accordance with DRD 1185SA-002. The Contractor shall submit direct to the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1185SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

1.5 Security Requirements

Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to entities not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.

(See Clause H-14)

Safety Performance
Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

Score	**≥ 36 points (Annual Score)**	**≥ 28 points (Annual Score)**	**≤ 16 points (Annual Score)**
LTC	and ≤ 50% of the LTC for the applicable NAICS rate **Exception**: Contractors with less than 100 employees located onsite MSFC shall have no lost time injuries during the past year.	and < the applicable NAICS rate **Exception**: Contractors with less than 100 employees located onsite MSFC shall have no more than one lost time injury during the past year.	or > the applicable NAICS rate **Exception**: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when greater than two lost time injuries are reported during the past year.
Grade Levels	**I**	**II**	**III**
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database**. Failure to improve could result in Contract Options not being exercised.**

NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

- ***Deductions***

  - Failure to report information on all personnel and property mishaps that meet the criteria of a NASA NPR 8621.1B, on a monthly basis, will result in a deduction of $1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

ATTACHMENT 1

Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub-elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub-elements in place and functioning.	All training processes established, management initial training complete.
8	One sub-element not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five sub-elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.
6	All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

[END OF SECTION]

DATA PROCUREMENT DOC. NO. **1185** ISSUE **Revision A**

NNM08AA28C

CONTRACT/RFP

EXHIBIT NUMBER

J-3

ATTACHMENT NUMBER

Center-Wide Administrative Support Service

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Deltha-Critique Joint Venture

CONTRACTOR

June 10, 2008

DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration

DOCUMENT CHANGE LOG

DATA PROCUREMENT DOC. NO. 1185 ISSUE **Revision A**

INCORPORATED REVISIONS
OUTSTANDING REVISIONS

AS OF: 06-10-08

SUPERSEDING: 04-23-08

PAGE:

AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS
	INTRO	SGR	DRL	DRD	
Contract Mod. 001			X	X	Deleted the following DRD: 1185CD-001, Contractor Information Technology Security Program Plan
				1185LS-001	Replaced with current standard
				1185SA-001	Replaced with current standard
				1185SA-002	Replaced with current standard

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration **PAGE REVISION LOG**			DATA PROCUREMENT DOC. NO. ISSUE **1185 Revision A**	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.		AS OF: 06-10-08	SUPERSEDING: 04-23-08	PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	ALL	Revision A			

MSFC - Form 3461-2 (Rev August 1970)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
LS	Logistics/Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.

3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.

4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.

5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.

* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

If the contract contains NFS 1852.237-73, a sensitive information legend may be applicable to information delivered under this contract

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
    1. Contract number.
    2. Data Requirements Description (DRD) number.
    3. DRD data type (specified in Item 3 on the DRD).
    4. Submission date or milestone being satisfied.
    5. Document number and revision.
    6. Document title.
    7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
    8. Distribution (as defined by the Contracting Officer's letter).
    9. Requested response date.
    10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
    11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
b. Printable electronic files or hardcopy data.

2.3.5 Electronic data deliverables should be transmitted directly to the MSFC Repository through the Digital Asset Manager web interface. Instructions for electronic data submittals can be found at http://cio.msfc.nasa.gov/repository/repository_submittal.html. Document submitters must register for a Documentum user account through the NASA Account Management System (NAMS). Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL), and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the

Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Center-Wide Administrative Services
Data Requirements List

DRD	DATA TYPE	TITLE	OPR
~~CD – Contractual Data~~			
~~1185CD-001~~	~~2~~	~~Contractor Information Technology Security Program Plan~~	~~IS10~~
LS – Logistics Support			
1185LS-001	2	Government Property Management Plan	AS41
MA – Management			
1185MA-001	1	Management Plan	HS01
1185MA-002	3	Monthly Technical Progress Reports	HS01
1185MA-003	3	Badged Employee and Remote IT User Listing	AS50
1185MA-004	3	Contractor Employee Clearance Document	AS50
1185MA-005	3	Position Risk Designation for Non-NASA Employee	AS50
1185MA-006	3	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
SA – Safety			
1185SA-001	2	Safety, Health and Environmental (SHE) Plan	AS10/QD12
1185SA-002	3	Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A
2. **DRD NO.**: **1185LS-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/1
6. **TITLE**: Government Property Management Plan

7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.

8. **OPR**: AS41 9. **DM**: HS01

10. **DISTRIBUTION**: Cognizant property administrator

11. **INITIAL SUBMISSION**: Preliminary 45 days after initiation of the phase-in period

12. **SUBMISSION FREQUENCY**: Final one year after ATP, revise as required

13. **REMARKS**: This document shall be the official contract requirements document for the control and identification of all Government property.

14. **INTERRELATIONSHIP**: PWS paragraph 1.6

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 **APPLICABLE DOCUMENTS**:

FAR	*Federal Acquisition Regulation, Part 45*
FAR	*Federal Acquisition Regulation, Part 52.245*
NPR 5100.4B	*Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45* and latest revisions thereto

15.3 **CONTENTS**: The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.
b. Acquisition.
c. Receiving.
d. Identification.
e. Records.
f. Movement.
g. Storage.
h. Physical inventories.
i. Reports.
j. Consumption.
k. Utilization.
l. Maintenance.
m. Subcontractor control.
n. Disposition.
o. Contract close-out.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A
2. **DRD NO.**: **1185MA-001**
3. **DATA TYPE**: 1
4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/1
6. **TITLE**: Management Plan

7. **DESCRIPTION/USE**: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.

8. **OPR**: HS01 9. **DM**: HS01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 30 days after initiation of the phase-in period

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 1.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Plan describes the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Plan shall include:

a. A description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level III WBS task level.
b. A description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A 2. **DRD NO.**: **1185MA-002**
3. **DATA TYPE**: 3 4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/1

6. **TITLE**: Monthly Technical Progress Reports

7. **DESCRIPTION/USE**: To provide visibility to contractor and MSFC project management of actual and potential problems and progress toward meeting the technical and schedule requirements.

8. **OPR**: HS01 9. **DM**: HS01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First calendar month following the end of the first full month after Authority to Proceed (ATP), unless otherwise specified by the Contracting Officer

12. **SUBMISSION FREQUENCY**: 10 days following the end of each month

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 1.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Monthly Technical Progress Reports provides data for the assessment of monthly technical and schedule progress and summarize the results of the entire contract work.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Monthly Technical Progress Reports shall contain:

a. Work accomplished for current reporting period, including a report of overall technical and schedule performance.
b. Work planned for next reporting period.
c. Current problems which may impede performance or impact program schedule and proposed corrective action.
d. Other information that may assist the Government in evaluating the contractor's technical and schedule performance, e.g., innovative processes and reduction initiatives.
e. Identify Labor categories for all employees.
f. Information on new hires and terminations:
    1. Date hired or terminated.
    2. Office being supported.
    3. Labor category.
g. Identify all reimbursable overtime.
h. Identify all reimbursable travel:
    1. Travel will be in accordance with Public Law 99-234 and FAR 31.205-46 - Travel Costs, and GSA per diem rates.
    2. Backup travel documentation submitted with travel report.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A
2. **DRD NO.**: **1185MA-003**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/1
6. **TITLE**: Badged Employee and Remote IT User Listing
7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.
8. **OPR**: AS50 9. **DM**: HS01
10. **DISTRIBUTION**: Per Contracting Officer's letter. One copy each shall go to MSFC's Protective Services Office and Facilities Planning and Business Management Office.
11. **INITIAL SUBMISSION**: No later than 10 working days after initiation of the phase-in period
12. **SUBMISSION FREQUENCY**: Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*.
14. **INTERRELATIONSHIP**: PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Badged Employee and Remote IT User Listing provides NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Badged Employee and Remote IT User Listing shall include the following information for each employee: employee's full name (first and middle names must be birth names), last four digits of the Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed (NACLC or SSBI) and the date it was completed.

15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A
2. **DRD NO.**: **1185MA-004**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/1
6. **TITLE**: Contractor Employee Clearance Document
7. **DESCRIPTION/USE**: To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
8. **OPR**: AS50 9. **DM**: HS01
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**: Immediately when the access is no longer needed
12. **SUBMISSION FREQUENCY**: As required
13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 **FORMAT**: MSFC Form 383-1, “Contractor Employee Clearance Document”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A
2. **DRD NO.**: **1185MA-005**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/1

6. **TITLE**: Position Risk Designation for Non-NASA Employee

7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.

8. **OPR**: AS50 9. **DM**: HS01

10. **DISTRIBUTION**: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.

11. **INITIAL SUBMISSION**: No later than 10 working days after initiation of the phase-in period

12. **SUBMISSION FREQUENCY**: Update as personnel or position changes occur

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 1.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.

15.2 **APPLICABLE DOCUMENTS**:
NPR 1600.1 *NASA Security Program Procedural Requirements*

15.3 **CONTENTS**: The Position Risk Designation for Non-NASA Employee shall contain all the information required by NASA Form 1760 in accordance with NPR 1600.1, NASA Security Program Procedural Requirements.

15.4 **FORMAT**: NASA Form 1760, “Position Risk Designation for Non-NASA Employee”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A
2. **DRD NO.**: **1185MA-006**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/2

6. **TITLE**: Organizational Conflicts of Interest (OCI) Avoidance Plan

7. **DESCRIPTION/USE**: To demonstrate to the Government that the Contractor will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive data.

8. **OPR**: PS33 9. **DM**: PS33

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 10 working days after initiation of the phase-in period

12. **SUBMISSION FREQUENCY**: Update as required

13. **REMARKS**: Reference is made to 1852.237-72, *Access to Sensitive Information* and 1852.237-73, *Release of Sensitive Information.*

14. **INTERRELATIONSHIP**: SOW paragraph 1.5

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Organizational Conflicts of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated, especially when using subject matter experts or technical experts connected to any prime contractor or subcontractor performing or planning to propose on design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC. The Contractor should not assume that government performance of a contracted task is a form of mitigation.

15.2 **APPLICABLE DOCUMENTS**: None

15.3. **CONTENTS**: The Organizational Conflicts of Interest Avoidance Plan shall include the following:

a. Organizational conflicts of interest pertaining to impaired objectivity shall be addressed as follows:
   1. Describe the nature of the conflict including any business relationships that might create a conflict with the performance of the work statement
   2. Describe the plan for avoiding, neutralizing, or mitigating the conflict, including the following with regard to subject matter experts/technical experts if applicable:
      (a) That the management reporting chains between this contract and the work performed by the subject matter experts/technical experts for the conflicting business relationship are separated from each other.
      (b) That the subject matter experts/technical experts when performing under this contract are physically separated from the portion of the company performing the work for the conflicting business relationships.
      (c) That each subject matter expert/technical expert performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
      (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan **DRD NO.:1185MA-006**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

b. With regard to access to nonpublic information, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor (including all employees and subject matter experts/technical experts) receives. This plan shall include:

1. A provision that the contractor shall not disclose or improperly use the proprietary/sensitive data received or accessed under this contract.
2. A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
3. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
4. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
5. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
6. A requirement for periodic self-audits, the results of which shall be made available to the Government.
7. Initial and periodic refresher OCI training for the contractor employees/experts working on this contract.
8. A description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
9. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
10. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
11. A provision requiring the contractor to update the OCI Avoidance Plan upon occurrence of any event that will cause a change to the plan.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A 2. **DRD NO.**: **1185SA-001**
3. **DATA TYPE**: 2 4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/3

7. **DESCRIPTION/USE**: A contractor generated document that describes the contractor's approach to assuring compliance with the Marshall Space Flight Center (MSFC) SHE core program requirements. The contractor's SHE Plan shall describe how the contractor will (1) prevent employee fatalities, (2) reduce the number of incidents, (3) reduce the severity of employee injuries and illnesses, and (4) protect the environment through the ongoing planning, implementation, integration and management control of the contractor's industrial safety, occupational health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD12 9. **DM**: HS01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Preliminary with proposal

12. **SUBMISSION FREQUENCY**: Ten days after initiation of the phase-in period; update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-70, *Safety and Health;* NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting.* DRD 1185SA-002, *Mishap and Safety Statistics Report*. PWS paragraph 1.4

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental Plan describe the contractor's methods of planning, implementing and controlling industrial safety, occupational health, and environmental requirements to assure compliance with the MSFC SHE program over the duration of this contract.

15.2 **APPLICABLE DOCUMENTS**: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	*Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926	*Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR	*Protection of the Environment*

ANSI Standards applicable to the scope of this contract
ASME Boiler and Pressure Vessel Code applicable to the scope of this contract

NFPA Standards	*National Fire Codes*
NASA-STD-8719.11	*Safety Standard for Fire Protection*
NPR 8715.3	*NASA General Safety Program Requirements*
MPR 1040.3	*MSFC Emergency Plan*
MPD 1800.1	*MSFC Smoking Policy*
MPR 1800.1	*Bloodborne Pathogens*
MPR 1810.1	*MSFC Occupational Medicine*
MPD 1840.1	*MSFC Environmental Health Program*
MPR 1840.1	*MSFC Confined Space Entries*
MPD 1840.2	*MSFC Hearing Conservation Program*
MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1840.3	*MSFC Respiratory Protection Program*

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1185SA-001**
DATA TYPE: 2 **PAGE**: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

MPR 1840.3	*MSFC Hazardous Chemicals in Laboratories Protection Program*
MPD 1860.1	*Laser Safety*
MPD 1860.2	*MSFC Radiation Safety Program*
MPR 3410.1	*Training*
MWI 3410.1	*Personnel Certification Program*
MPD 8500.1	*MSFC Environmental Management Policy*
MPR 8500.2	*MSFC Environmental Management System Manual*
MWI 8621.1	*Close Call and Mishap Reporting and Investigation Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*
MWI 8715.1	*Electrical Safety*
MWI 8715.2	*Lockout/Tagout Program*
MWI 8715.3	*Hazard Identification & Warning System*
MWI 8715.4	*Personal Protective Equipment (PPE)*
MWI 8715.5	*Building Manager Program*
MWI 8715.9	*Occupational Safety Guidelines for Contractors*
MWI 8715.10	*Explosives, Propellants, & Pyrotechnics Program*
MWI 8715.11	*Fire Safety Program*
MWI 8715.12	*Safety, Health, and Environmental Finding Tracking System (SHEtrak)*
MWI 8715.13	*Safety Concerns Reporting System (SCRS)*
MWI 8715.15	*Ground Operations Safety Assessment & Risk Mitigation Program*
MPD 8900.1	*Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)

15.3 **CONTENTS**: The contractor's Safety, Health, and Environmental (SHE) Plan shall clearly describe their approach and methods for assuring compliance with the following MSFC SHE core program requirements and the applicable documents listed in 15.2 to the extent specified as applicable to this contracted effort.

a. Management leadership and employee involvement:
   1. A description of the contractor's policy and managements commitment to (1) provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), (2) protect the property and the environment, and (3) assure compliance with EPA, OSHA, NASA, MSFC MPR 8715.1 and all other MSFC SHE document requirements listed in 15.2 that are applicable to this contracted effort.
   2. A description of the techniques implemented by the contractor to assure management and employees are (1) held accountable and fully understand their roles and responsibilities to perform their jobs/tasks in a safe and healthful manner while protecting the environment and (2) these roles and responsibilities are flowed-down to all subcontractors, when applicable.
   3. A description of the actions taken or the disciplinary program implemented by the contractor when management or employees are discovered not performing their jobs/tasks in a safe and healthful manner or protecting the environment and how these actions are flowed-down to subcontractors, when applicable.
   4. A description of the contractor's safety, health, environmental awareness programs that includes documented safety meetings and safety awareness training for employees. (**NOTE:** Onsite contractors shall document their safety meetings and safety awareness training in the MSFC Supervisors Safety Web page (SSWP).
   5. A description of how self evaluations of the contractor's safety, health and environmental program are performed and documented, and includes the frequency of these self evaluations.
   6. Provide the identification, by title, of the individual assigned by the contractor to be responsible for implementing the contractor's SHE program elements and will serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.
   7. A description of how the SHE plan is maintained current with contract, NASA and MSFC requirements, and updated as necessary.

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1185SA-001**
DATA TYPE: 2 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

b. System and worksite analysis:

1. A description of how the contractor assures potentially hazardous conditions are identified in the work area and operations (e.g., hazard analysis, safety assessment, risk assessment and employee identified concerns).
2. A description of how the contractor performs and documents formal worksite safety inspections as required by OSHA and provides the frequency of these safety inspections in accordance with 29 CFR Part 1903.
3. A description of how each contractor supervisor performs and documents monthly safety visits of their assigned work area in accordance with MPR 8715.1 and MWI 8715.12. (**NOTE**: Onsite safety visits shall be performed once per month per supervisor and documented in the MSFC SSWP.)

c. Hazard prevention and control:

1. A description of the contractor's emergency management program and provide a list of contractor emergency points of contact located onsite in accordance with MPR 1040.3. (**NOTE**: Onsite contractors may use MPR 1040.3 as their emergency management program.)
2. A description of how the contractor assures all mishaps and close calls are investigated to the extent necessary to determine root cause and the reporting requirements are in accordance with MWI 8621.1. (Reference DRD 1185SA-002, *Mishap and Safety Statistics Report*).

d. Safety, health and environmental training:

1. A description of how each contractor employee is (1) trained to recognize hazards, (2) avoid accidents, (3) know the hazards specific to their job, and (4) fully understands the contractor's disciplinary program in accordance with 29 CFR Part 1903, MPR 3410.1, and MPR 8715.1.
2. A description of how contractor employee training needs are determined that are specific to the job the employee is expected to perform in accordance with 29 CFR Part 1910 and MPR 3410.1. (**NOTE**: Onsite employee training assessments shall be performed using the SHE Training Assessment located on the MSFC SSWP.)
3. A description of how the contractor provides and documents training for employees that are designated as (1) competent, or (2) qualified, or (3) authorized, or (4) certified to perform operations that require job specific training in accordance with 29 CFR 1910 or 29 CFR 1926. **[NOTE**: This applies to job categories being performed onsite that do not require a MSFC Safety Certification per MWI 3410.1.]

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1185 **ISSUE**: Revision A
2. **DRD NO.**: **1185SA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 06-10-08
5. **PAGE**: 1/3
6. **TITLE**: Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE**: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **OPR**: QD50 9. **DM**: HS01
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**:
    a. **Safety Statistics** for the previous month shall be submitted by the 10th of each month after contract award.
       1. Safety statistics are reported using MSFC Form 4371, or an electronic notification system equivalent, or direct input to NASA Incident Reporting Information System (IRIS) database by the contractor designated IRIS representative.
       2. Safety statistics reports shall include: contract number, subcontractors, NAISC codes, number of employees, number of supervisors, hours worked, and number of injuries including days away from work and/or first-aide cases.
       3. Access to IRIS database can be obtained from the MSFC S&MA IRIS administrator located in the MSFC Industrial Safety Branch (ISB) after contract award.
    b. **Initial reporting for ALL mishaps (Type A, B, C and D mishaps and close calls)** for **ALL** contractors working **onsite** shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but **no later than 1 hour** of occurrence or awareness by:
       1. Direct input through the "SHE Report" located on the Safety, Health & Environmental (SHE) webpage located on "Inside Marshall." On the SHE webpage select the "Mishaps, Questions and Concerns" pull-down menu, then select "Report Mishaps/Close Calls/ Concerns." (At MSFC this is the preferred method of reporting), or
       2. Calling the Safety Hotline (256) 544-0046 or 544-HELP (4357), option "safety," or
       3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative.
    c. **Initial reporting for Type A and B mishaps and high visibility close calls** for contractors working **offsite** shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but **no later than 1 hour** of occurrence or awareness by either of the following methods in section b.2 or b.3.
       1. If a contractor employee has any type mishap while visiting a MSFC controlled site, they shall report immediately to their site sponsor in addition to other reporting requirements.
    d. **Initial reporting for Type C and D and low visibility close calls** for contractors working **offsite** shall be reported via the Safety Statistics Report submitted monthly. Follow-up information for these type mishaps and close calls can be requested by MSFC ISB.
    e. **Initial reports for all mishaps and close calls** shall provide as much information as possible, but at a minimum include the following: location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person's name and phone number in accordance with MWI 8621.1 and NPR 8621.1.
    f. **Reporting of a non-work-related fatality or serious injury or illnesses that occur to contractor employee while working onsite shall be within 24 hours** of occurrence or awareness of injury by:
       1. Notifying the Contracting Officer and MSFC ISB. (For contractors working offsite reporting of a non-work-related injury or illness notification is at the discretion of the family.)
    g. **Follow-up reporting for ALL contractors**:
       1. **Type A or B mishaps, or high visibility mishaps or close calls**: Follow-up report **within 24 hours** through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC ISB.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports **DRD NO.**: **1185SA-002**
DATA TYPE: 3 **PAGE**: 2/3

13. **INITIAL SUBMISSION (CONTINUED)**:
    2. **Type C or D mishaps, or non-high visibility close calls**: Follow-up report or update **within 6 days** through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC ISB.
    3. **Type A, B, and Close Calls with high Type A or B potential Investigation Mishap Board Report**: submitted after completion of investigation. Corrective Action Plan submitted upon Endorsing Official approval.
    4. **All Mishaps**: Follow-up Corrective Action Plan/Status 30 days after first mishap.

    h. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **onsite** shall be reported per MPR 8715.1 and MWI 8715.13.

12. **SUBMISSION FREQUENCY**: Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10th of each month to MSFC ISB. All Mishaps: Monthly Follow-up Corrective Action Plan/Status until corrective actions implemented and closure received by updating record in IRIS data base (preferred) or electronic submittal to MSFC ISB.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: DRD 1185SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 1.4

15. **DATA PREPARATION INFORMATION:**

15.1 **SCOPE**: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 **APPLICABLE DOCUMENTS**:

NPR 8621.1	*NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping*
MPR 8715.1	*MSFC Safety, Health, and Environmental (SHE) Program*
MWI 8621.1	*Close Call and Mishap Reporting and Investigation Program*
MWI 8715.13	*Safety Concerns Reporting System (SCRS)*

15.3 **CONTENTS**: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1.

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:
- a. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
- b. Mishap Board Report using the format provided in NPR 8621.1.
- c. Additional Information Submittal per MWI 8621.1.

15.5 **MAINTENANCE**: None required

15.6 **DEFINITIONS**:

NASA Mishap. An unplanned event that results in at least one of the following:
- a. Injury to non-NASA personnel, caused by NASA operations.
- b. Damage to public or private property (including foreign property), caused by NASA operations or NASA-funded development or research projects.
- c. Occupational injury or occupational illness to NASA personnel.

DRD Continuation Sheet

15.6 **DEFINITIONS (CONTINUED)**:

d. NASA mission failure before the scheduled completion of the planned primary mission.

e. Destruction of, or damage to, NASA property except for a malfunction or failure of component parts that are normally subject to fair wear and tear and have a fixed useful life that is less than the fixed useful life of the complete system or unit of equipment, provided that the following are true: 1) there was adequate preventative maintenance; and 2) the malfunction or failure was the only damage and the sole action is to replace or repair that component.

Close Call. An event in which there is no injury or only minor injury requiring first aid and/or no equipment/property damage or minor equipment/property damage (less than $1000), but which possesses a potential to cause a mishap.

High Visibility (Mishaps or Close Calls). Those particular mishaps or close calls, regardless of the amount of property damage or personnel injury, that the Administrator, Chief/OSMA, CD, AA/OIA, or the Center SMA director judges to possess a high degree of programmatic impact or public, media, or political interest including, but not limited to, mishaps and close calls that impact flight hardware, flight software, or completion of critical mission milestones.

Type A Mishap. A mishap resulting in one or more of the following: (1) an occupational injury or illness resulting in a fatality, a permanent total disability, or the hospitalization for inpatient care of 3 or more people within 30 workdays of the mishap; (2) a total direct cost of mission failure and property damage of $1 million or more; (3) a crewed aircraft hull loss; (4) an occurrence of an unexpected aircraft departure from controlled flight (except high performance jet/test aircraft such as F-15, F-16, F/A-18, T-38, OV-10, and T-34, when engaged in flight test activities).

Type B Mishap. A mishap that caused an occupational injury or illness that resulted in a permanent partial disability, the hospitalization for inpatient care of 1-2 people within 30 workdays of the mishap, or a total direct cost of mission failure and property damage of at least $250,000 but less than $1,000,000.

Type C Mishap. A mishap resulting in a nonfatal occupational injury or illness that caused any days away from work, restricted duty, or transfer to another job beyond the day or shift on which it occurred, or a total direct cost of mission failure and property damage of at least $25,000 but less than $250,000.

Type D Mishap. A mishap that caused any nonfatal OSHA recordable occupational injury and/or illness that does not meet the definition of a Type C mishap, or a total direct cost of mission failure and property damage of at least $1,000 but less than $25,000.

Offsite. A contractor that is not located on a NASA Center or NASA-owned facility.

Onsite. A contractor that is located on a NASA Center or NASA-owned facility.

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor William W.Gross Director Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No.: **2005-2007** Revision No.: **7** Date of Last Revision: **03/11/2008**

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13 .47
01012 - Accounting Clerk II	14 .65
01013 - Accounting Clerk III	16 .77
01020 - Administrative Assistant	21 .27
01040 - Court Reporter	17 .16
01051 - Data Entry Operator I	11 .95
01052 - Data Entry Operator II	13 .89
01060 - Dispatcher, Motor Vehicle	16 .31
01070 - Document Preparation Clerk	12 .47
01090 - Duplicating Machine Operator	12 .47
01111 - General Clerk I	10 .80
01112 - General Clerk II	11 .78
01113 - General Clerk III	13 .86
01120 - Housing Referral Assistant	19 .14
01141 - Messenger Courier	9 .49
01191 - Order Clerk I	11 .51
01192 - Order Clerk II	15 .27
01261 - Personnel Assistant (Employment) I	13 .69
01262 - Personnel Assistant (Employment) II	15 .31
01263 - Personnel Assistant (Employment) III	17 .06
01270 - Production Control Clerk	19 .18
01280 - Receptionist	11 .02

01290 - Rental Clerk	11 .79
01300 - Scheduler, Maintenance	15 .32
01311 - Secretary I	15 .32
01312 - Secretary II	17 .16
01313 - Secretary III	19 .14
01320 - Service Order Dispatcher	13 .83
01410 - Supply Technician	21 .27
01420 - Survey Worker	16 .81
01531 - Travel Clerk I	10 .26
01532 - Travel Clerk II	10 .86
01533 - Travel Clerk III	11 .58
01611 - Word Processor I	13 .12
01612 - Word Processor II	14 .73
01613 - Word Processor III	16 .48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17 .50
05010 - Automotive Electrician	16 .73
05040 - Automotive Glass Installer	15 .94
05070 - Automotive Worker	15 .94
05110 - Mobile Equipment Servicer	14 .45
05130 - Motor Equipment Metal Mechanic	17 .50
05160 - Motor Equipment Metal Worker	15 .94
05190 - Motor Vehicle Mechanic	15 .98
05220 - Motor Vehicle Mechanic Helper	12 .52
05250 - Motor Vehicle Upholstery Worker	15 .22
05280 - Motor Vehicle Wrecker	15 .94
05310 - Painter, Automotive	15 .28
05340 - Radiator Repair Specialist	15 .94
05370 - Tire Repairer	12 .75
05400 - Transmission Repair Specialist	17 .50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .84
07041 - Cook I	9 .14
07042 - Cook II	10 .27
07070 - Dishwasher	7 .57
07130 - Food Service Worker	8 .09
07210 - Meat Cutter	14 .21
07260 - Waiter/Waitress	6 .82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17 .56
09040 - Furniture Handler	13 .94

09080 - Furniture Refinisher	17 .56
09090 - Furniture Refinisher Helper	14 .41
09110 - Furniture Repairer, Minor	15 .98
09130 - Upholsterer	17 .56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .28
11060 - Elevator Operator	8 .58
11090 - Gardener	12 .11
11122 - Housekeeping Aide	8 .62
11150 - Janitor	8 .58
11210 - Laborer, Grounds Maintenance	10 .00
11240 - Maid or Houseman	7 .70
11260 - Pruner	9 .28
11270 - Tractor Operator	12 .08
11330 - Trail Maintenance Worker	10 .00
11360 - Window Cleaner	9 .06
12000 - Health Occupations	
12010 - Ambulance Driver	14 .41
12011 - Breath Alcohol Technician	14 .71
12012 - Certified Occupational Therapist Assistant	20 .35
12015 - Certified Physical Therapist Assistant	20 .35
12020 - Dental Assistant	13 .91
12025 - Dental Hygienist	20 .44
12030 - EKG Technician	23 .24
12035 - Electroneurodiagnostic Technologist	23 .24
12040 - Emergency Medical Technician	14 .41
12071 - Licensed Practical Nurse I	14 .07
12072 - Licensed Practical Nurse II	15 .81
12073 - Licensed Practical Nurse III	17 .71
12100 - Medical Assistant	10 .79
12130 - Medical Laboratory Technician	14 .02
12160 - Medical Record Clerk	11 .28
12190 - Medical Record Technician	13 .60
12195 - Medical Transcriptionist	12 .65
12210 - Nuclear Medicine Technologist	30 .65
12221 - Nursing Assistant I	9 .43
12222 - Nursing Assistant II	10 .61
12223 - Nursing Assistant III	11 .57
12224 - Nursing Assistant IV	12 .99
12235 - Optical Dispenser	13 .68
12236 - Optical Technician	10 .38

12250 - Pharmacy Technician	12 .62
12280 - Phlebotomist	12 .99
12305 - Radiologic Technologist	23 .95
12311 - Registered Nurse I	22 .94
12312 - Registered Nurse II	28 .08
12313 - Registered Nurse II, Specialist	28 .08
12314 - Registered Nurse III	33 .97
12315 - Registered Nurse III, Anesthetist	33 .97
12316 - Registered Nurse IV	40 .70
12317 - Scheduler (Drug and Alcohol Testing)	19 .01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .07
13012 - Exhibits Specialist II	23 .35
13013 - Exhibits Specialist III	28 .38
13041 - Illustrator I	19 .07
13042 - Illustrator II	23 .35
13043 - Illustrator III	28 .38
13047 - Librarian	24 .50
13050 - Library Aide/Clerk	13 .17
13054 - Library Information Technology Systems Administrator	22 .12
13058 - Library Technician	14 .67
13061 - Media Specialist I	15 .97
13062 - Media Specialist II	17 .87
13063 - Media Specialist III	19 .92
13071 - Photographer I	14 .72
13072 - Photographer II	17 .00
13073 - Photographer III	20 .36
13074 - Photographer IV	24 .89
13075 - Photographer V	30 .21
13110 - Video Teleconference Technician	15 .97
14000 - Information Technology Occupations	
14041 - Computer Operator I	14 .73
14042 - Computer Operator II	19 .13
14043 - Computer Operator III	20 .49
14044 - Computer Operator IV	26 .16
14045 - Computer Operator V	27 .62
14071 - Computer Programmer I (1)	25 .00
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	14 .73
14160 - Personal Computer Support Technician	26 .16
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29 .35
15020 - Aircrew Training Devices Instructor (Rated)	35 .52
15030 - Air Crew Training Devices Instructor (Pilot)	36 .76
15050 - Computer Based Training Specialist / Instructor	30 .38
15060 - Educational Technologist	27 .38
15070 - Flight Instructor (Pilot)	36 .76
15080 - Graphic Artist	21 .00
15090 - Technical Instructor	18 .91
15095 - Technical Instructor/Course Developer	23 .11
15110 - Test Proctor	17 .16
15120 - Tutor	17 .16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7 .74
16030 - Counter Attendant	7 .74
16040 - Dry Cleaner	9 .73
16070 - Finisher, Flatwork, Machine	7 .74
16090 - Presser, Hand	7 .74
16110 - Presser, Machine, Drycleaning	7 .74
16130 - Presser, Machine, Shirts	7 .74
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .74
16190 - Sewing Machine Operator	10 .27
16220 - Tailor	10 .78
16250 - Washer, Machine	8 .39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21 .04
19040 - Tool And Die Maker	25 .67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14 .82
21030 - Material Coordinator	19 .18
21040 - Material Expediter	19 .18
21050 - Material Handling Laborer	10 .29
21071 - Order Filler	10 .87
21080 - Production Line Worker (Food Processing)	14 .82
21110 - Shipping Packer	12 .98
21130 - Shipping/Receiving Clerk	12 .98

21140 - Store Worker I	11 .02
21150 - Stock Clerk	14 .95
21210 - Tools And Parts Attendant	14 .82
21410 - Warehouse Specialist	14 .82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18 .74
23021 - Aircraft Mechanic I	22 .24
23022 - Aircraft Mechanic II	23 .35
23023 - Aircraft Mechanic III	24 .52
23040 - Aircraft Mechanic Helper	17 .44
23050 - Aircraft, Painter	19 .32
23060 - Aircraft Servicer	19 .34
23080 - Aircraft Worker	20 .27
23110 - Appliance Mechanic	18 .04
23120 - Bicycle Repairer	14 .66
23125 - Cable Splicer	19 .76
23130 - Carpenter, Maintenance	17 .56
23140 - Carpet Layer	17 .29
23160 - Electrician, Maintenance	23 .21
23181 - Electronics Technician Maintenance I	17 .93
23182 - Electronics Technician Maintenance II	25 .55
23183 - Electronics Technician Maintenance III	26 .62
23260 - Fabric Worker	16 .54
23290 - Fire Alarm System Mechanic	18 .79
23310 - Fire Extinguisher Repairer	15 .72
23311 - Fuel Distribution System Mechanic	18 .79
23312 - Fuel Distribution System Operator	16 .80
23370 - General Maintenance Worker	16 .43
23380 - Ground Support Equipment Mechanic	22 .24
23381 - Ground Support Equipment Servicer	19 .34
23382 - Ground Support Equipment Worker	20 .27
23391 - Gunsmith I	14 .48
23392 - Gunsmith II	15 .97
23393 - Gunsmith III	17 .51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .30
23430 - Heavy Equipment Mechanic	18 .38
23440 - Heavy Equipment Operator	17 .87
23460 - Instrument Mechanic	22 .82
23465 - Laboratory/Shelter Mechanic	15 .88

23470 - Laborer	11 .36
23510 - Locksmith	18 .04
23530 - Machinery Maintenance Mechanic	23 .32
23550 - Machinist, Maintenance	18 .05
23580 - Maintenance Trades Helper	14 .41
23591 - Metrology Technician I	22 .82
23592 - Metrology Technician II	23 .80
23593 - Metrology Technician III	24 .74
23640 - Millwright	18 .79
23710 - Office Appliance Repairer	19 .90
23760 - Painter, Maintenance	17 .56
23790 - Pipefitter, Maintenance	18 .90
23810 - Plumber, Maintenance	18 .06
23820 - Pneudraulic Systems Mechanic	18 .79
23850 - Rigger	18 .79
23870 - Scale Mechanic	17 .29
23890 - Sheet-Metal Worker, Maintenance	18 .38
23910 - Small Engine Mechanic	16 .75
23931 - Telecommunications Mechanic I	18 .38
23932 - Telecommunications Mechanic II	20 .21
23950 - Telephone Lineman	18 .38
23960 - Welder, Combination, Maintenance	18 .38
23965 - Well Driller	18 .79
23970 - Woodcraft Worker	18 .79
23980 - Woodworker	16 .43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7 .78
24580 - Child Care Center Clerk	9 .71
24610 - Chore Aide	8 .42
24620 - Family Readiness And Support Services Coordinator	12 .43
24630 - Homemaker	12 .32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18 .86
25040 - Sewage Plant Operator	17 .87
25070 - Stationary Engineer	18 .86
25190 - Ventilation Equipment Tender	14 .85
25210 - Water Treatment Plant Operator	17 .56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11 .98
27007 - Baggage Inspector	10 .74

27008 - Corrections Officer	15 .28
27010 - Court Security Officer	16 .82
27030 - Detection Dog Handler	13 .55
27040 - Detention Officer	15 .28
27070 - Firefighter	16 .82
27101 - Guard I	10 .74
27102 - Guard II	13 .55
27131 - Police Officer I	18 .35
27132 - Police Officer II	20 .41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9 .22
28042 - Carnival Equipment Repairer	9 .68
28043 - Carnival Equipment Worker	7 .64
28210 - Gate Attendant/Gate Tender	12 .85
28310 - Lifeguard	11 .10
28350 - Park Attendant (Aide)	14 .38
28510 - Recreation Aide/Health Facility Attendant	10 .49
28515 - Recreation Specialist	14 .83
28630 - Sports Official	11 .45
28690 - Swimming Pool Operator	15 .65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17 .70
29020 - Hatch Tender	17 .70
29030 - Line Handler	17 .70
29041 - Stevedore I	16 .90
29042 - Stevedore II	18 .56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34 .27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26 .03
30021 - Archeological Technician I	17 .26
30022 - Archeological Technician II	19 .32
30023 - Archeological Technician III	23 .94
30030 - Cartographic Technician	24 .23
30040 - Civil Engineering Technician	20 .75
30061 - Drafter/CAD Operator I	17 .26
30062 - Drafter/CAD Operator II	19 .55
30063 - Drafter/CAD Operator III	20 .50
30064 - Drafter/CAD Operator IV	25 .23
30081 - Engineering Technician I	14 .53
30082 - Engineering Technician II	17 .48

30083 - Engineering Technician III	21 .00
30084 - Engineering Technician IV	28 .62
30085 - Engineering Technician V	33 .81
30086 - Engineering Technician VI	40 .89
30090 - Environmental Technician	22 .19
30210 - Laboratory Technician	18 .92
30240 - Mathematical Technician	24 .23
30361 - Paralegal/Legal Assistant I	16 .85
30362 - Paralegal/Legal Assistant II	20 .89
30363 - Paralegal/Legal Assistant III	25 .55
30364 - Paralegal/Legal Assistant IV	30 .92
30390 - Photo-Optics Technician	24 .23
30461 - Technical Writer I	20 .96
30462 - Technical Writer II	25 .62
30463 - Technical Writer III	30 .71
30491 - Unexploded Ordnance (UXO) Technician I	21 .78
30492 - Unexploded Ordnance (UXO) Technician II	26 .35
30493 - Unexploded Ordnance (UXO) Technician III	31 .59
30494 - Unexploded (UXO) Safety Escort	21 .78
30495 - Unexploded (UXO) Sweep Personnel	21 .78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20 .50
30621 - Weather Observer, Senior (3)	22 .74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9 .74
31030 - Bus Driver	12 .67
31043 - Driver Courier	13 .89
31260 - Parking and Lot Attendant	9 .19
31290 - Shuttle Bus Driver	14 .77
31310 - Taxi Driver	9 .91
31361 - Truckdriver, Light	14 .77
31362 - Truckdriver, Medium	16 .55
31363 - Truckdriver, Heavy	16 .83
31364 - Truckdriver, Tractor-Trailer	16 .83
99000 - Miscellaneous Occupations	
99030 - Cashier	9 .27
99050 - Desk Clerk	7 .22
99095 - Embalmer	21 .13
99251 - Laboratory Animal Caretaker I	8 .61
99252 - Laboratory Animal Caretaker II	13 .46
99310 - Mortician	21 .13

99410 - Pest Controller	12 .10
99510 - Photofinishing Worker	11 .06
99710 - Recycling Laborer	14 .15
99711 - Recycling Specialist	16 .26
99730 - Refuse Collector	12 .79
99810 - Sales Clerk	10 .45
99820 - School Crossing Guard	12 .33
99830 - Survey Party Chief	15 .89
99831 - Surveying Aide	9 .79
99832 - Surveying Technician	13 .40
99840 - Vending Machine Attendant	12 .64
99841 - Vending Machine Repairer	14 .48
99842 - Vending Machine Repairer Helper	12 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.16 per hour or $126.40 per week or $547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 regarding 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.

NOTE: 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: 01	Page: 1	Pages: 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
2	See Block 16C	None	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGO	Kimberly N. Williams Ph.: 256-544-1580 Fax: 256-544-9080 Email: Kimberly.N.Williams@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (877) 677-2123	PS33, MGO

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Deltha-Critique Joint Venture 3520 General DeGaulle Drive New Orleans, LA 70114		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C
		10B. DATED *(SEE ITEM 13)* 06/01/08

CODE	SAP ID# 127078	FACILITY CODE	CAGE 3D8B2

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning __1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; 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)*
None

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:
	D. OTHER *(Specify type of modification and authority)* FAR Clauses 43.103(a)(3) and 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.)*

	MAXIMUM QUANTITY (ref. Clause B-1)	TASK ORDER CUMULATION (ref. Clause B.1 (b) & Attachment J-5)
	Total Potential Estimated Cost	Total Task Order Values
Previous	(b)(4)	$0.00
This Mod		$0.00
New Total	$4,632,502.00	$0.00

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)*
(b)(4)	Kimberly N. Williams Contracting Officer

15B. (b)(4)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
	9-2-08	BY: *(Signature of Contracting Officer)*	SEP 0 2 2008

The purpose of this bilateral modification is to reflect: a) an update to Section F-3, entitled: "Place of Performance", (MSFC 52.237-91) (FEB 2001). This revision includes the new location Michoud Assembly Facility (MAF) for the Secretary III Position. b) an update to Section J, Attachment J-4, entitled: "Contractor Fully Burdened Labor Rates Inclusive of Profit," is being revised to coincide with the revisions of Wage Determinations 2005-2007 Revision No. 7 (Mod 1) and 2005-2233 Revision No 6. c) incorporate Wage Determination 2005-2233 Rev. 6 for the MAF Secretary III Position being added to the Task order for current period of performance. No increase in contract value is associated with inclusion of the requirements delineate above. The foregoing action is further implemented by the inclusion of the following modifications.

A. Section F-3, entitled: "Place of Performance," (MSFC 52.237-91) (Feb 2001) is being revised to include Michoud Assembly Facility (MAF) for the Secretary III position.

B. Section J, Attachment J-4, entitled: "Contractor Fully Burdened Labor Rates Inclusive of Profit," is being revised to coincide with the revisions of Wage Determinations 2005-2007 Revision No 7 (Mod 1) and 2005-2233 Revision No. 6.

C. Section J, Attachment J-9, entitled: "Wage Determination," incorporate Wage Determination No. 2005-2233 Revision No. 6, dated July 18, 2008 for the current period of performance effective through May 31, 2009.

D. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NNM08AA28C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
F-1 (Basic)	F-1 (Mod 2)
J-4-1 (Basic)	J-4-1 (Mod 2)
	Attachment J-9 (pages 23 thru 31)

E. All other terms and conditions of contract NNM08AA28C remain unchanged.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009. The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	June 1, 2009 through May 31, 2010
Option 2	June 1, 2010 through May 31, 2011
Option 3	June 1, 2011 through May 31, 2012
Option 4	June 1, 2012 through May 31, 2013

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract on-site at the Marshall Space Flight Center, AL, Michoud Assembly Facility (MAF) and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

Page 4 redacted for the following reason:
- - - - - - - - - - - - - - - - - - -
(b)(4)

WD 05-2233 (Rev.-6) was first posted on www.wdol.gov on 07/29/2008

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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 Division of Director Wage Determinations	Wage Determination No.: **2005-2233** Revision No.: **6** Date Of Revision: **07/18/2008**

State: **Louisiana**

Area: Louisiana Parishes of Jefferson, Lafourche, **Orleans**, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.10
01012 - Accounting Clerk II	14.23
01013 - Accounting Clerk III	15.92
01020 - Administrative Assistant	21.77
01040 - Court Reporter	19.08
01051 - Data Entry Operator I	10.88
01052 - Data Entry Operator II	12.64
01060 - Dispatcher, Motor Vehicle	17.93
01070 - Document Preparation Clerk	13.09
01090 - Duplicating Machine Operator	13.09
01111 - General Clerk I	10.32
01112 - General Clerk II	11.26
01113 - General Clerk III	13.26
01120 - Housing Referral Assistant	19.89
01141 - Messenger Courier	12.11
01191 - Order Clerk I	10.91
01192 - Order Clerk II	12.99
01261 - Personnel Assistant (Employment) I	13.09
01262 - Personnel Assistant (Employment) II	16.10
01263 - Personnel Assistant (Employment) III	17.95
01270 - Production Control Clerk	19.41
01280 - Receptionist	8.99
01290 - Rental Clerk	12.40
01300 - Scheduler, Maintenance	15.96
01311 - Secretary I	15.96
01312 - Secretary II	17.72
01313 - Secretary III	19.89
01320 - Service Order Dispatcher	15.85
01410 - Supply Technician	21.77
01420 - Survey Worker	13.07
01531 - Travel Clerk I	11.47
01532 - Travel Clerk II	12.17
01533 - Travel Clerk III	12.84
01611 - Word Processor I	12.70
01612 - Word Processor II	15.07
01613 - Word Processor III	17.13

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.97
05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.70
07041 - Cook I	9.87
07042 - Cook II	11.48
07070 - Dishwasher	7.55
07130 - Food Service Worker	7.46
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	7.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.81
09040 - Furniture Handler	10.80
09080 - Furniture Refinisher	14.81
09090 - Furniture Refinisher Helper	10.95
09110 - Furniture Repairer, Minor	12.89
09130 - Upholsterer	14.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.91
11060 - Elevator Operator	8.78
11090 - Gardener	11.15
11122 - Housekeeping Aide	9.63
11150 - Janitor	8.91
11210 - Laborer, Grounds Maintenance	9.63
11240 - Maid or Houseman	8.67
11260 - Pruner	8.78
11270 - Tractor Operator	10.74
11330 - Trail Maintenance Worker	9.63
11360 - Window Cleaner	9.99
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.20
12012 - Certified Occupational Therapist Assistant	21.49
12015 - Certified Physical Therapist Assistant	19.82
12020 - Dental Assistant	12.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	14.94
12071 - Licensed Practical Nurse I	14.77
12072 - Licensed Practical Nurse II	17.20
12073 - Licensed Practical Nurse III	18.75
12100 - Medical Assistant	10.53
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	13.28
12190 - Medical Record Technician	16.38

12195 - Medical Transcriptionist	14.04
12210 - Nuclear Medicine Technologist	29.20
12221 - Nursing Assistant I	9.39
12222 - Nursing Assistant II	10.56
12223 - Nursing Assistant III	11.51
12224 - Nursing Assistant IV	12.92
12235 - Optical Dispenser	14.76
12236 - Optical Technician	12.46
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.92
12305 - Radiologic Technologist	21.60
12311 - Registered Nurse I	21.63
12312 - Registered Nurse II	29.92
12313 - Registered Nurse II, Specialist	29.92
12314 - Registered Nurse III	36.08
12315 - Registered Nurse III, Anesthetist	36.08
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	18.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.40
13012 - Exhibits Specialist II	22.61
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.40
13042 - Illustrator II	22.61
13043 - Illustrator III	27.58
13047 - Librarian	22.41
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	20.21
13058 - Library Technician	14.21
13061 - Media Specialist I	14.59
13062 - Media Specialist II	16.31
13063 - Media Specialist III	18.19
13071 - Photographer I	13.59
13072 - Photographer II	16.73
13073 - Photographer III	20.55
13074 - Photographer IV	25.07
13075 - Photographer V	30.40
13110 - Video Teleconference Technician	16.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.97
14042 - Computer Operator II	15.71
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.12
14045 - Computer Operator V	22.32
14071 - Computer Programmer I (1)	21.09
14072 - Computer Programmer II (1)	23.21
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	13.97
14160 - Personal Computer Support Technician	20.12
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.32
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	36.40
15050 - Computer Based Training Specialist / Instructor	25.56
15060 - Educational Technologist	20.52
15070 - Flight Instructor (Pilot)	36.40

15080 - Graphic Artist	19.58
15090 - Technical Instructor	18.81
15095 - Technical Instructor/Course Developer	23.02
15110 - Test Proctor	15.17
15120 - Tutor	15.17
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.91
16030 - Counter Attendant	7.91
16040 - Dry Cleaner	10.10
16070 - Finisher, Flatwork, Machine	7.91
16090 - Presser, Hand	7.91
16110 - Presser, Machine, Drycleaning	7.91
16130 - Presser, Machine, Shirts	7.91
16160 - Presser, Machine, Wearing Apparel, Laundry	7.91
16190 - Sewing Machine Operator	10.84
16220 - Tailor	11.57
16250 - Washer, Machine	8.64
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.52
19040 - Tool And Die Maker	21.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.56
21030 - Material Coordinator	19.41
21040 - Material Expediter	19.41
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.32
21080 - Production Line Worker (Food Processing)	13.56
21110 - Shipping Packer	12.16
21130 - Shipping/Receiving Clerk	12.16
21140 - Store Worker I	8.63
21150 - Stock Clerk	12.47
21210 - Tools And Parts Attendant	13.56
21410 - Warehouse Specialist	13.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.40
23021 - Aircraft Mechanic I	22.35
23022 - Aircraft Mechanic II	23.40
23023 - Aircraft Mechanic III	24.45
23040 - Aircraft Mechanic Helper	15.63
23050 - Aircraft, Painter	17.35
23060 - Aircraft Servicer	18.39
23080 - Aircraft Worker	19.78
23110 - Appliance Mechanic	15.53
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	19.92
23130 - Carpenter, Maintenance	15.77
23140 - Carpet Layer	14.97
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	23.27
23182 - Electronics Technician Maintenance II	24.50
23183 - Electronics Technician Maintenance III	25.94
23260 - Fabric Worker	13.84
23290 - Fire Alarm System Mechanic	17.57
23310 - Fire Extinguisher Repairer	13.65
23311 - Fuel Distribution System Mechanic	20.39
23312 - Fuel Distribution System Operator	15.07
23370 - General Maintenance Worker	14.74
23380 - Ground Support Equipment Mechanic	22.35
23381 - Ground Support Equipment Servicer	18.39
23382 - Ground Support Equipment Worker	19.78

23391 - Gunsmith I	13.65
23392 - Gunsmith II	16.06
23393 - Gunsmith III	18.50
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.01
23411 - Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	18.35
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	16.88
23460 - Instrument Mechanic	18.82
23465 - Laboratory/Shelter Mechanic	17.28
23470 - Laborer	10.44
23510 - Locksmith	17.28
23530 - Machinery Maintenance Mechanic	20.93
23550 - Machinist, Maintenance	20.50
23580 - Maintenance Trades Helper	10.95
23591 - Metrology Technician I	18.82
23592 - Metrology Technician II	19.76
23593 - Metrology Technician III	20.75
23640 - Millwright	22.01
23710 - Office Appliance Repairer	17.35
23760 - Painter, Maintenance	16.92
23790 - Pipefitter, Maintenance	17.89
23810 - Plumber, Maintenance	16.92
23820 - Pneudraulic Systems Mechanic	18.50
23850 - Rigger	16.88
23870 - Scale Mechanic	16.06
23890 - Sheet-Metal Worker, Maintenance	16.88
23910 - Small Engine Mechanic	15.93
23931 - Telecommunications Mechanic I	20.95
23932 - Telecommunications Mechanic II	22.04
23950 - Telephone Lineman	20.06
23960 - Welder, Combination, Maintenance	16.88
23965 - Well Driller	18.50
23970 - Woodcraft Worker	18.50
23980 - Woodworker	13.99
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	11.57
24610 - Chore Aide	7.54
24620 - Family Readiness And Support Services Coordinator	10.77
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.40
25040 - Sewage Plant Operator	16.29
25070 - Stationary Engineer	17.40
25190 - Ventilation Equipment Tender	12.43
25210 - Water Treatment Plant Operator	16.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.46
27007 - Baggage Inspector	8.68
27008 - Corrections Officer	11.96
27010 - Court Security Officer	14.64
27030 - Detection Dog Handler	12.46
27040 - Detention Officer	11.96
27070 - Firefighter	13.65
27101 - Guard I	8.68
27102 - Guard II	12.46
27131 - Police Officer I	16.21
27132 - Police Officer II	18.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.86
28042 - Carnival Equipment Repairer	10.73

28043 - Carnival Equpment Worker	7.24
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.20
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.73
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.85
29020 - Hatch Tender	18.07
29030 - Line Handler	18.07
29041 - Stevedore I	15.05
29042 - Stevedore II	17.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	14.84
30022 - Archeological Technician II	16.58
30023 - Archeological Technician III	22.39
30030 - Cartographic Technician	23.82
30040 - Civil Engineering Technician	21.48
30061 - Drafter/CAD Operator I	17.19
30062 - Drafter/CAD Operator II	19.46
30063 - Drafter/CAD Operator III	21.46
30064 - Drafter/CAD Operator IV	25.76
30081 - Engineering Technician I	15.87
30082 - Engineering Technician II	17.53
30083 - Engineering Technician III	19.69
30084 - Engineering Technician IV	23.86
30085 - Engineering Technician V	29.19
30086 - Engineering Technician VI	32.57
30090 - Environmental Technician	22.92
30210 - Laboratory Technician	21.81
30240 - Mathematical Technician	25.67
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	22.52
30363 - Paralegal/Legal Assistant III	27.56
30364 - Paralegal/Legal Assistant IV	33.36
30390 - Photo-Optics Technician	24.56
30461 - Technical Writer I	20.11
30462 - Technical Writer II	24.59
30463 - Technical Writer III	32.00
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19.59
30621 - Weather Observer, Senior (3)	21.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.00
31030 - Bus Driver	13.80
31043 - Driver Courier	12.64
31260 - Parking and Lot Attendant	7.31
31290 - Shuttle Bus Driver	13.79
31310 - Taxi Driver	8.95
31361 - Truckdriver, Light	13.79
31362 - Truckdriver, Medium	15.10
31363 - Truckdriver, Heavy	15.66
31364 - Truckdriver, Tractor-Trailer	15.66

99000 - Miscellaneous Occupations

99030 - Cashier	8.53
99050 - Desk Clerk	8.82
99095 - Embalmer	19.16
99251 - Laboratory Animal Caretaker I	8.42
99252 - Laboratory Animal Caretaker II	9.25
99310 - Mortician	25.81
99410 - Pest Controller	12.19
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	11.54
99711 - Recycling Specialist	14.76
99730 - Refuse Collector	10.52
99810 - Sales Clerk	11.06
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	19.34
99831 - Surveying Aide	14.29
99832 - Surveying Technician	17.57
99840 - Vending Machine Attendant	11.07
99841 - Vending Machine Repairer	13.99
99842 - Vending Machine Repairer Helper	11.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.24 per hour or $129.60 per week or $561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 regarding 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.

NOTE: 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) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 01	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
3	See Block 16C	None	

6. ISSUED BY CODE PS33, MGO

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGO

Kimberly N. Williams
Ph.: 256-544-1580
Fax: 256-544-9080
Email: Kimberly.N.Williams@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (877) 677-2123

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Deltha-Critique Joint Venture
3520 General DeGaulle Drive
New Orleans, LA 70114

CODE SAP ID# 127078 FACILITY CODE CAGE 3D8B2

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED *(SEE ITEM 13)* 06/01/08

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 __1___ 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 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)*
None

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:
FAR Clauses 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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.)*

	MAXIMUM QUANTITY (ref. Clause B-1)	TASK ORDER CUMULATION (ref. Clause B.1 (b) & Attachment J-5)
	Total Potential Estimated Cost	Total Task Order Values
Previous	(b)(4)	$0.00
This Mod		$0.00
New Total	$9,730,075.00	$0.00

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)*
(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Harry B. Craig
Contracting Officer

15B. CONTRACTOR/OFFEROR
(b)(4)

15C. DATE SIGNED 5-29-09

16B. UNITED STATES OF AMERICA
BY Harry B. Craig
(Signature of Contracting Officer)

16C. DATE SIGNED 5-29-09

The purpose of this bilateral Exercise of Option Year 1 modification is to reflect: a) an update to Section J, Attachment J-4, entitled: "Contractor Fully Burdened Labor Rates Inclusive of Profit," is being revised to coincide with the revisions of Wage Determinations 2005-2007 Revision No. 8 and 2005-2233 Revision No 7. b) incorporate Wage Determinations 2005-2007 Rev. No. 8 and 2005-2233 Rev. 7 to the Task order for current period of performance inclusive of Health & Welfare rate increase from $3.16 to $3.35 (MSFC location) and from $3.24 to $3.35 (MAF location). No increase in contract value is associated with inclusion of the requirements delineate above. The foregoing action is further implemented by the inclusion of the following modifications.

A. Section J, Attachment J-4, entitled: "Contractor Fully Burdened Labor Rates Inclusive of Profit," is being revised to coincide with the revisions of Wage Determinations 2005-2007 Revision No. 8 and 2005-2233 Revision No. 7.

B. Section J, Attachment J-9, entitled: "Wage Determination," incorporate Wage Determinations 2005-2007 Revision No. 8 dated May 29, 2008 and 2005-2233 Revision No. 7, dated August 15, 2008 for the current period of performance effective through May 31, 2010.

C. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NNM08AA28C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
J-4-1 (Mod 2)	J-4-1 (Mod 3)
	Attachment J-9 (pages 32 thru 54)

D. All other terms and conditions of contract NNM08AA28C remain unchanged.

Page 3 redacted for the following reason:
- - - - - - - - - - - - - - - - - - -
(b)(4)

WD 05-2233 (Rev.-7) was first posted on www.wdol.gov on 08/26/2008
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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.: 2005-2233
Revision No.: 7
Date Of Revision: 08/15/2008

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.10
01012 - Accounting Clerk II	14.23
01013 - Accounting Clerk III	15.92
01020 - Administrative Assistant	21.77
01040 - Court Reporter	19.08
01051 - Data Entry Operator I	10.88
01052 - Data Entry Operator II	12.64
01060 - Dispatcher, Motor Vehicle	17.93
01070 - Document Preparation Clerk	13.09
01090 - Duplicating Machine Operator	13.09
01111 - General Clerk I	10.32
01112 - General Clerk II	11.26
01113 - General Clerk III	13.26
01120 - Housing Referral Assistant	19.89
01141 - Messenger Courier	12.11
01191 - Order Clerk I	10.91
01192 - Order Clerk II	12.99
01261 - Personnel Assistant (Employment) I	13.09
01262 - Personnel Assistant (Employment) II	16.10
01263 - Personnel Assistant (Employment) III	17.95
01270 - Production Control Clerk	19.41
01280 - Receptionist	8.99
01290 - Rental Clerk	12.40
01300 - Scheduler, Maintenance	15.96
01311 - Secretary I	15.96
01312 - Secretary II	17.72
01313 - Secretary III	19.89
01320 - Service Order Dispatcher	15.85
01410 - Supply Technician	21.77
01420 - Survey Worker	13.07
01531 - Travel Clerk I	11.47
01532 - Travel Clerk II	12.17
01533 - Travel Clerk III	12.84
01611 - Word Processor I	12.70
01612 - Word Processor II	15.07
01613 - Word Processor III	17.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.97

05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.70
07041 - Cook I	9.87
07042 - Cook II	11.48
07070 - Dishwasher	7.55
07130 - Food Service Worker	7.46
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	7.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.81
09040 - Furniture Handler	10.80
09080 - Furniture Refinisher	14.81
09090 - Furniture Refinisher Helper	10.95
09110 - Furniture Repairer, Minor	12.89
09130 - Upholsterer	14.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.91
11060 - Elevator Operator	8.78
11090 - Gardener	11.15
11122 - Housekeeping Aide	9.63
11150 - Janitor	8.91
11210 - Laborer, Grounds Maintenance	9.63
11240 - Maid or Houseman	8.67
11260 - Pruner	8.78
11270 - Tractor Operator	10.74
11330 - Trail Maintenance Worker	9.63
11360 - Window Cleaner	9.99
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.20
12012 - Certified Occupational Therapist Assistant	21.49
12015 - Certified Physical Therapist Assistant	19.82
12020 - Dental Assistant	12.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	20.58
12035 - Electroneurodiagnostic Technologist	20.58
12040 - Emergency Medical Technician	14.94
12071 - Licensed Practical Nurse I	14.77
12072 - Licensed Practical Nurse II	17.20
12073 - Licensed Practical Nurse III	18.75
12100 - Medical Assistant	10.53
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	13.28
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	14.04
12210 - Nuclear Medicine Technologist	29.20
12221 - Nursing Assistant I	9.39
12222 - Nursing Assistant II	10.56

12223 - Nursing Assistant III	11.51
12224 - Nursing Assistant IV	12.92
12235 - Optical Dispenser	14.76
12236 - Optical Technician	12.46
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.92
12305 - Radiologic Technologist	21.60
12311 - Registered Nurse I	21.63
12312 - Registered Nurse II	29.92
12313 - Registered Nurse II, Specialist	29.92
12314 - Registered Nurse III	36.08
12315 - Registered Nurse III, Anesthetist	36.08
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	18.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.40
13012 - Exhibits Specialist II	22.61
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.40
13042 - Illustrator II	22.61
13043 - Illustrator III	27.58
13047 - Librarian	22.41
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	20.21
13058 - Library Technician	14.21
13061 - Media Specialist I	14.59
13062 - Media Specialist II	16.31
13063 - Media Specialist III	18.19
13071 - Photographer I	13.59
13072 - Photographer II	16.73
13073 - Photographer III	20.55
13074 - Photographer IV	25.07
13075 - Photographer V	30.40
13110 - Video Teleconference Technician	16.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.97
14042 - Computer Operator II	15.71
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.12
14045 - Computer Operator V	22.32
14071 - Computer Programmer I (1)	21.09
14072 - Computer Programmer II (1)	23.21
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	13.97
14160 - Personal Computer Support Technician	20.12
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.32
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	36.40
15050 - Computer Based Training Specialist / Instructor	25.56
15060 - Educational Technologist	20.52
15070 - Flight Instructor (Pilot)	36.40
15080 - Graphic Artist	19.58
15090 - Technical Instructor	18.81
15095 - Technical Instructor/Course Developer	23.02
15110 - Test Proctor	15.17
15120 - Tutor	15.17
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.91

16030 - Counter Attendant	7.91
16040 - Dry Cleaner	10.10
16070 - Finisher, Flatwork, Machine	7.91
16090 - Presser, Hand	7.91
16110 - Presser, Machine, Drycleaning	7.91
16130 - Presser, Machine, Shirts	7.91
16160 - Presser, Machine, Wearing Apparel, Laundry	7.91
16190 - Sewing Machine Operator	10.84
16220 - Tailor	11.57
16250 - Washer, Machine	8.64
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.52
19040 - Tool And Die Maker	21.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.56
21030 - Material Coordinator	19.41
21040 - Material Expediter	19.41
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.32
21080 - Production Line Worker (Food Processing)	13.56
21110 - Shipping Packer	12.16
21130 - Shipping/Receiving Clerk	12.16
21140 - Store Worker I	8.63
21150 - Stock Clerk	12.47
21210 - Tools And Parts Attendant	13.56
21410 - Warehouse Specialist	13.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.40
23021 - Aircraft Mechanic I	22.35
23022 - Aircraft Mechanic II	23.40
23023 - Aircraft Mechanic III	24.45
23040 - Aircraft Mechanic Helper	15.63
23050 - Aircraft, Painter	17.35
23060 - Aircraft Servicer	18.39
23080 - Aircraft Worker	19.78
23110 - Appliance Mechanic	15.53
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	19.92
23130 - Carpenter, Maintenance	17.28
23140 - Carpet Layer	14.97
23160 - Electrician, Maintenance	20.53
23181 - Electronics Technician Maintenance I	23.27
23182 - Electronics Technician Maintenance II	24.50
23183 - Electronics Technician Maintenance III	25.94
23260 - Fabric Worker	13.84
23290 - Fire Alarm System Mechanic	17.57
23310 - Fire Extinguisher Repairer	13.65
23311 - Fuel Distribution System Mechanic	20.39
23312 - Fuel Distribution System Operator	15.07
23370 - General Maintenance Worker	14.74
23380 - Ground Support Equipment Mechanic	22.35
23381 - Ground Support Equipment Servicer	18.39
23382 - Ground Support Equipment Worker	19.78
23391 - Gunsmith I	13.65
23392 - Gunsmith II	16.06
23393 - Gunsmith III	18.50
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 19.70	
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	16.88

23460 - Instrument Mechanic	18.82
23465 - Laboratory/Shelter Mechanic	17.28
23470 - Laborer	10.44
23510 - Locksmith	17.28
23530 - Machinery Maintenance Mechanic	20.93
23550 - Machinist, Maintenance	20.50
23580 - Maintenance Trades Helper	10.95
23591 - Metrology Technician I	18.82
23592 - Metrology Technician II	19.76
23593 - Metrology Technician III	20.75
23640 - Millwright	22.01
23710 - Office Appliance Repairer	17.35
23760 - Painter, Maintenance	17.28
23790 - Pipefitter, Maintenance	18.50
23810 - Plumber, Maintenance	17.50
23820 - Pneudraulic Systems Mechanic	18.50
23850 - Rigger	16.88
23870 - Scale Mechanic	16.06
23890 - Sheet-Metal Worker, Maintenance	16.88
23910 - Small Engine Mechanic	15.93
23931 - Telecommunications Mechanic I	20.95
23932 - Telecommunications Mechanic II	22.04
23950 - Telephone Lineman	20.06
23960 - Welder, Combination, Maintenance	16.88
23965 - Well Driller	18.50
23970 - Woodcraft Worker	18.50
23980 - Woodworker	13.99
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	11.57
24610 - Chore Aide	7.54
24620 - Family Readiness And Support Services Coordinator	10.77
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.40
25040 - Sewage Plant Operator	16.29
25070 - Stationary Engineer	18.50
25190 - Ventilation Equipment Tender	12.43
25210 - Water Treatment Plant Operator	16.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.46
27007 - Baggage Inspector	8.68
27008 - Corrections Officer	11.96
27010 - Court Security Officer	14.64
27030 - Detection Dog Handler	12.46
27040 - Detention Officer	11.96
27070 - Firefighter	13.65
27101 - Guard I	8.68
27102 - Guard II	12.46
27131 - Police Officer I	16.21
27132 - Police Officer II	18.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.86
28042 - Carnival Equipment Repairer	10.73
28043 - Carnival Equpment Worker	7.24
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.20
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.73

29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.85
29020 - Hatch Tender	18.07
29030 - Line Handler	18.07
29041 - Stevedore I	15.05
29042 - Stevedore II	17.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	14.84
30022 - Archeological Technician II	16.58
30023 - Archeological Technician III	22.39
30030 - Cartographic Technician	23.82
30040 - Civil Engineering Technician	21.48
30061 - Drafter/CAD Operator I	17.19
30062 - Drafter/CAD Operator II	19.46
30063 - Drafter/CAD Operator III	21.46
30064 - Drafter/CAD Operator IV	25.76
30081 - Engineering Technician I	15.87
30082 - Engineering Technician II	17.53
30083 - Engineering Technician III	19.69
30084 - Engineering Technician IV	23.86
30085 - Engineering Technician V	29.19
30086 - Engineering Technician VI	32.57
30090 - Environmental Technician	22.92
30210 - Laboratory Technician	21.81
30240 - Mathematical Technician	25.67
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	22.52
30363 - Paralegal/Legal Assistant III	27.56
30364 - Paralegal/Legal Assistant IV	33.36
30390 - Photo-Optics Technician	24.56
30461 - Technical Writer I	20.11
30462 - Technical Writer II	24.59
30463 - Technical Writer III	32.00
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19.59
30621 - Weather Observer, Senior (3)	21.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.00
31030 - Bus Driver	13.80
31043 - Driver Courier	12.64
31260 - Parking and Lot Attendant	7.31
31290 - Shuttle Bus Driver	13.79
31310 - Taxi Driver	8.95
31361 - Truckdriver, Light	13.79
31362 - Truckdriver, Medium	15.10
31363 - Truckdriver, Heavy	15.66
31364 - Truckdriver, Tractor-Trailer	15.66
99000 - Miscellaneous Occupations	
99030 - Cashier	8.53
99050 - Desk Clerk	8.82
99095 - Embalmer	19.16
99251 - Laboratory Animal Caretaker I	8.42
99252 - Laboratory Animal Caretaker II	9.25
99310 - Mortician	25.81
99410 - Pest Controller	12.19

99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	11.54
99711 - Recycling Specialist	14.76
99730 - Refuse Collector	10.52
99810 - Sales Clerk	11.06
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	19.34
99831 - Surveying Aide	14.29
99832 - Surveying Technician	17.57
99840 - Vending Machine Attendant	11.07
99841 - Vending Machine Repairer	13.99
99842 - Vending Machine Repairer Helper	11.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.24 per hour or $129.60 per week or $561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordance, 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 ordance, (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 ordance, 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 ordance, 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) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Shirley F. Ebbesen, Director — Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No.: 2005-2007 Revision No.: 8 Date of Last Revision: 05/29/2008

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13 .47
01012 - Accounting Clerk II	14 .65
01013 - Accounting Clerk III	16 .77
01020 - Administrative Assistant	21 .27
01040 - Court Reporter	17 .16
01051 - Data Entry Operator I	11 .95
01052 - Data Entry Operator II	13 .89
01060 - Dispatcher, Motor Vehicle	16 .31
01070 - Document Preparation Clerk	12 .47
01090 - Duplicating Machine Operator	12 .47
01111 - General Clerk I	10 .80
01112 - General Clerk II	11 .78
01113 - General Clerk III	13 .86
01120 - Housing Referral Assistant	19 .14
01141 - Messenger Courier	9 .49
01191 - Order Clerk I	11 .51
01192 - Order Clerk II	15 .27
01261 - Personnel Assistant (Employment) I	13 .69

01262 - Personnel Assistant (Employment) II	15 .31
01263 - Personnel Assistant (Employment) III	17 .06
01270 - Production Control Clerk	19 .18
01280 - Receptionist	11 .02
01290 - Rental Clerk	11 .79
01300 - Scheduler, Maintenance	15 .32
01311 - Secretary I	15 .32
01312 - Secretary II	17 .16
01313 - Secretary III	19 .14
01320 - Service Order Dispatcher	13 .83
01410 - Supply Technician	21 .27
01420 - Survey Worker	16 .81
01531 - Travel Clerk I	10 .26
01532 - Travel Clerk II	10 .86
01533 - Travel Clerk III	11 .58
01611 - Word Processor I	13 .12
01612 - Word Processor II	14 .73
01613 - Word Processor III	16 .48

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	17 .50
05010 - Automotive Electrician	16 .73
05040 - Automotive Glass Installer	15 .94
05070 - Automotive Worker	15 .94
05110 - Mobile Equipment Servicer	14 .45
05130 - Motor Equipment Metal Mechanic	17 .50
05160 - Motor Equipment Metal Worker	15 .94
05190 - Motor Vehicle Mechanic	15 .98
05220 - Motor Vehicle Mechanic Helper	12 .52
05250 - Motor Vehicle Upholstery Worker	15 .22
05280 - Motor Vehicle Wrecker	15 .94
05310 - Painter, Automotive	15 .28
05340 - Radiator Repair Specialist	15 .94
05370 - Tire Repairer	12 .75
05400 - Transmission Repair Specialist	17 .50

07000 - Food Preparation And Service Occupations

07010 - Baker	10 .84
07041 - Cook I	9 .14
07042 - Cook II	10 .27
07070 - Dishwasher	7 .57
07130 - Food Service Worker	8 .09
07210 - Meat Cutter	14 .21
07260 - Waiter/Waitress	6 .82

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	17 .56
09040 - Furniture Handler	13 .94
09080 - Furniture Refinisher	17 .56
09090 - Furniture Refinisher Helper	14 .41
09110 - Furniture Repairer, Minor	15 .98
09130 - Upholsterer	17 .56

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	9 .28
11060 - Elevator Operator	8 .58
11090 - Gardener	12 .11
11122 - Housekeeping Aide	8 .62
11150 - Janitor	8 .58
11210 - Laborer, Grounds Maintenance	10 .00
11240 - Maid or Houseman	7 .70
11260 - Pruner	9 .28
11270 - Tractor Operator	12 .08
11330 - Trail Maintenance Worker	10 .00
11360 - Window Cleaner	9 .06

12000 - Health Occupations

12010 - Ambulance Driver	14 .41
12011 - Breath Alcohol Technician	14 .71
12012 - Certified Occupational Therapist Assistant	20 .35
12015 - Certified Physical Therapist Assistant	20 .35
12020 - Dental Assistant	13 .91

12025 - Dental Hygienist	20 .44
12030 - EKG Technician	23 .24
12035 - Electroneurodiagnostic Technologist	23 .24
12040 - Emergency Medical Technician	14 .41
12071 - Licensed Practical Nurse I	14 .07
12072 - Licensed Practical Nurse II	15 .81
12073 - Licensed Practical Nurse III	17 .71
12100 - Medical Assistant	10 .79
12130 - Medical Laboratory Technician	14 .02
12160 - Medical Record Clerk	11 .28
12190 - Medical Record Technician	13 .60
12195 - Medical Transcriptionist	12 .65
12210 - Nuclear Medicine Technologist	30 .65
12221 - Nursing Assistant I	9 .43
12222 - Nursing Assistant II	10 .61
12223 - Nursing Assistant III	11 .57
12224 - Nursing Assistant IV	12 .99
12235 - Optical Dispenser	13 .68
12236 - Optical Technician	10 .38
12250 - Pharmacy Technician	12 .62
12280 - Phlebotomist	12 .99
12305 - Radiologic Technologist	23 .95
12311 - Registered Nurse I	22 .94
12312 - Registered Nurse II	28 .08
12313 - Registered Nurse II, Specialist	28 .08
12314 - Registered Nurse III	33 .97
12315 - Registered Nurse III, Anesthetist	33 .97
12316 - Registered Nurse IV	40 .70
12317 - Scheduler (Drug and Alcohol Testing)	19 .01

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I	19 .07
13012 - Exhibits Specialist II	23 .35
13013 - Exhibits Specialist III	28 .38
13041 - Illustrator I	19 .07
13042 - Illustrator II	23 .35
13043 - Illustrator III	28 .38
13047 - Librarian	24 .50

13050 - Library Aide/Clerk	13 .17
13054 - Library Information Technology Systems Administrator	22 .12
13058 - Library Technician	14 .67
13061 - Media Specialist I	15 .97
13062 - Media Specialist II	17 .87
13063 - Media Specialist III	19 .92
13071 - Photographer I	14 .72
13072 - Photographer II	17 .00
13073 - Photographer III	20 .36
13074 - Photographer IV	24 .89
13075 - Photographer V	30 .21
13110 - Video Teleconference Technician	15 .97

14000 - Information Technology Occupations

14041 - Computer Operator I	14 .73
14042 - Computer Operator II	19 .13
14043 - Computer Operator III	20 .49
14044 - Computer Operator IV	26 .16
14045 - Computer Operator V	27 .62
14071 - Computer Programmer I (1)	25 .00
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	14 .73
14160 - Personal Computer Support Technician	26 .16

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	29 .35
15020 - Aircrew Training Devices Instructor (Rated)	35 .52
15030 - Air Crew Training Devices Instructor (Pilot)	36 .76
15050 - Computer Based Training Specialist / Instructor	30 .38
15060 - Educational Technologist	27 .38
15070 - Flight Instructor (Pilot)	36 .76
15080 - Graphic Artist	21 .00

15090 - Technical Instructor	18 .91
15095 - Technical Instructor/Course Developer	23 .11
15110 - Test Proctor	17 .16
15120 - Tutor	17 .16

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

16010 - Assembler	7 .74
16030 - Counter Attendant	7 .74
16040 - Dry Cleaner	9 .73
16070 - Finisher, Flatwork, Machine	7 .74
16090 - Presser, Hand	7 .74
16110 - Presser, Machine, Drycleaning	7 .74
16130 - Presser, Machine, Shirts	7 .74
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .74
16190 - Sewing Machine Operator	10 .27
16220 - Tailor	10 .78
16250 - Washer, Machine	8 .39

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	21 .04
19040 - Tool And Die Maker	25 .67

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	14 .82
21030 - Material Coordinator	19 .18
21040 - Material Expediter	19 .18
21050 - Material Handling Laborer	10 .29
21071 - Order Filler	10 .87
21080 - Production Line Worker (Food Processing)	14 .82
21110 - Shipping Packer	12 .98
21130 - Shipping/Receiving Clerk	12 .98
21140 - Store Worker I	11 .02
21150 - Stock Clerk	14 .95
21210 - Tools And Parts Attendant	14 .82
21410 - Warehouse Specialist	14 .82

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	18 .74
23021 - Aircraft Mechanic I	22 .24
23022 - Aircraft Mechanic II	23 .35
23023 - Aircraft Mechanic III	24 .52
23040 - Aircraft Mechanic Helper	17 .44
23050 - Aircraft, Painter	19 .32
23060 - Aircraft Servicer	19 .34
23080 - Aircraft Worker	20 .27
23110 - Appliance Mechanic	18 .04
23120 - Bicycle Repairer	14 .66
23125 - Cable Splicer	19 .76
23130 - Carpenter, Maintenance	17 .56
23140 - Carpet Layer	17 .29
23160 - Electrician, Maintenance	23 .21
23181 - Electronics Technician Maintenance I	17 .93
23182 - Electronics Technician Maintenance II	25 .55
23183 - Electronics Technician Maintenance III	26 .62
23260 - Fabric Worker	16 .54
23290 - Fire Alarm System Mechanic	18 .79
23310 - Fire Extinguisher Repairer	15 .72
23311 - Fuel Distribution System Mechanic	18 .79
23312 - Fuel Distribution System Operator	16 .80
23370 - General Maintenance Worker	16 .43
23380 - Ground Support Equipment Mechanic	22 .24
23381 - Ground Support Equipment Servicer	19 .34
23382 - Ground Support Equipment Worker	20 .27
23391 - Gunsmith I	14 .48
23392 - Gunsmith II	15 .97
23393 - Gunsmith III	17 .51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .30
23430 - Heavy Equipment Mechanic	18 .38
23440 - Heavy Equipment Operator	17 .87
23460 - Instrument Mechanic	22 .82
23465 - Laboratory/Shelter Mechanic	15 .88
23470 - Laborer	11 .36
23510 - Locksmith	18 .04
23530 - Machinery Maintenance Mechanic	23 .32

23550 - Machinist, Maintenance	18 .05
23580 - Maintenance Trades Helper	14 .41
23591 - Metrology Technician I	22 .82
23592 - Metrology Technician II	23 .80
23593 - Metrology Technician III	24 .74
23640 - Millwright	18 .79
23710 - Office Appliance Repairer	19 .90
23760 - Painter, Maintenance	17 .56
23790 - Pipefitter, Maintenance	18 .90
23810 - Plumber, Maintenance	18 .06
23820 - Pneudraulic Systems Mechanic	18 .79
23850 - Rigger	18 .79
23870 - Scale Mechanic	17 .29
23890 - Sheet-Metal Worker, Maintenance	18 .38
23910 - Small Engine Mechanic	16 .75
23931 - Telecommunications Mechanic I	18 .38
23932 - Telecommunications Mechanic II	20 .21
23950 - Telephone Lineman	18 .38
23960 - Welder, Combination, Maintenance	18 .38
23965 - Well Driller	18 .79
23970 - Woodcraft Worker	18 .79
23980 - Woodworker	16 .43

24000 - Personal Needs Occupations

24570 - Child Care Attendant	7 .78
24580 - Child Care Center Clerk	9 .71
24610 - Chore Aide	8 .42
24620 - Family Readiness And Support Services Coordinator	12 .43
24630 - Homemaker	12 .32

25000 - Plant And System Operations Occupations

25010 - Boiler Tender	18 .86
25040 - Sewage Plant Operator	17 .87
25070 - Stationary Engineer	18 .86
25190 - Ventilation Equipment Tender	14 .85
25210 - Water Treatment Plant Operator	17 .56

27000 - Protective Service Occupations

27004 - Alarm Monitor	11 .98
27007 - Baggage Inspector	10 .74
27008 - Corrections Officer	15 .28
27010 - Court Security Officer	16 .82
27030 - Detection Dog Handler	13 .55
27040 - Detention Officer	15 .28
27070 - Firefighter	16 .82
27101 - Guard I	10 .74
27102 - Guard II	13 .55
27131 - Police Officer I	18 .35
27132 - Police Officer II	20 .41

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	9 .22
28042 - Carnival Equipment Repairer	9 .68
28043 - Carnival Equpment Worker	7 .64
28210 - Gate Attendant/Gate Tender	12 .85
28310 - Lifeguard	11 .10
28350 - Park Attendant (Aide)	14 .38
28510 - Recreation Aide/Health Facility Attendant	10 .49
28515 - Recreation Specialist	14 .83
28630 - Sports Official	11 .45
28690 - Swimming Pool Operator	15 .65

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer	17 .70
29020 - Hatch Tender	17 .70
29030 - Line Handler	17 .70
29041 - Stevedore I	16 .90
29042 - Stevedore II	18 .56

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	34 .27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26 .03
30021 - Archeological Technician I	17 .26

30022 - Archeological Technician II	19 .32
30023 - Archeological Technician III	23 .94
30030 - Cartographic Technician	24 .23
30040 - Civil Engineering Technician	20 .75
30061 - Drafter/CAD Operator I	17 .26
30062 - Drafter/CAD Operator II	19 .55
30063 - Drafter/CAD Operator III	20 .50
30064 - Drafter/CAD Operator IV	25 .23
30081 - Engineering Technician I	14 .53
30082 - Engineering Technician II	17 .48
30083 - Engineering Technician III	21 .00
30084 - Engineering Technician IV	28 .62
30085 - Engineering Technician V	33 .81
30086 - Engineering Technician VI	40 .89
30090 - Environmental Technician	22 .19
30210 - Laboratory Technician	18 .92
30240 - Mathematical Technician	24 .23
30361 - Paralegal/Legal Assistant I	16 .85
30362 - Paralegal/Legal Assistant II	20 .89
30363 - Paralegal/Legal Assistant III	25 .55
30364 - Paralegal/Legal Assistant IV	30 .92
30390 - Photo-Optics Technician	24 .23
30461 - Technical Writer I	20 .96
30462 - Technical Writer II	25 .62
30463 - Technical Writer III	30 .71
30491 - Unexploded Ordnance (UXO) Technician I	21 .78
30492 - Unexploded Ordnance (UXO) Technician II	26 .35
30493 - Unexploded Ordnance (UXO) Technician III	31 .59
30494 - Unexploded (UXO) Safety Escort	21 .78
30495 - Unexploded (UXO) Sweep Personnel	21 .78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20 .50
30621 - Weather Observer, Senior (3)	22 .74

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	9 .74
31030 - Bus Driver	12 .67
31043 - Driver Courier	13 .89
31260 - Parking and Lot Attendant	9 .19

31290 - Shuttle Bus Driver	14 .77
31310 - Taxi Driver	9 .91
31361 - Truckdriver, Light	14 .77
31362 - Truckdriver, Medium	16 .55
31363 - Truckdriver, Heavy	16 .83
31364 - Truckdriver, Tractor-Trailer	16 .83

99000 - Miscellaneous Occupations

99030 - Cashier	9 .27
99050 - Desk Clerk	7 .22
99095 - Embalmer	21 .13
99251 - Laboratory Animal Caretaker I	8 .61
99252 - Laboratory Animal Caretaker II	13 .46
99310 - Mortician	21 .13
99410 - Pest Controller	12 .10
99510 - Photofinishing Worker	11 .06
99710 - Recycling Laborer	14 .15
99711 - Recycling Specialist	16 .26
99730 - Refuse Collector	12 .79
99810 - Sales Clerk	10 .45
99820 - School Crossing Guard	12 .33
99830 - Survey Party Chief	15 .89
99831 - Surveying Aide	9 .79
99832 - Surveying Technician	13 .40
99840 - Vending Machine Attendant	12 .64
99841 - Vending Machine Repairer	14 .48
99842 - Vending Machine Repairer Helper	12 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.24 per hour or $129.60 per week or $561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordance, 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 ordance, (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 ordance, 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 ordance, 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 1

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO *(If applicable)*
000004	NOV 3 0 2009		

6 ISSUED BY	CODE	7 ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	MSFC

8 NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A AMENDMENT OF SOLICITATION NO
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(x)	9B DATED *(SEE ITEM 11)*
	X	10A MODIFICATION OF CONTRACT/ORDER NO NNM08AA28C
		10B. DATED *(SEE ITEM 13)* 04/23/2008

CODE	3D8B2	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 (X) 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 Bilateral
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not. (X) is required to sign this document and return 2 copies to the issuing office.

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

1) The purpose of this modification is to provide:

(a) Incorporation of Section I.1 (I) 52.222-54; Employment Eligibility Verification (Jan 2009).

2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.

Section I - Contract Clauses

3. All other terms and conditions 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)*	16A NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
(b)(4)	Sherry K Fenn	
	15B UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C DATE SIGNED 11-30-09

Previous edition unusable

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

Number	Clause Title	Date
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II)(Oct (Alternate III) (Oct 1997) *Insert in paragraph (c)*: MS Word & Excel CD-R	Oct 1997
52.217-8	Option to Extend Services *Insert in paragraph:* 30 days	Nov 1999
52.217-9	Option To Extend the Term of the Contract *Insert in paragraph* (a): 30 days and 60 days *Insert in paragraph* (c):60 months	Mar 2000
52.219-8	Utilization of Small Business Concerns	May 2004
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums *Insert in paragraph (a):* as approved by Contracting Officer	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sept 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	Dec 2004
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).	Nov 2006
52.222-54	Employment Eligibility Verification	Jan 2009

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 | 1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO	5 PROJECT NO *(If applicable)*
000005	See Block 16C		

6 ISSUED BY	CODE	7 ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	MSFC

8 NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A AMENDMENT OF SOLICITATION NO
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(X)	9B DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO NNM08AA28C
		10B. DATED *(SEE ITEM 13)* 04/23/2008
CODE 3D8B2	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)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 Bilateral
	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.)*

1) The purpose of this modification is to:

(a) Revise Section C.2 Responsibilities and Associated Ground Rules.

2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.

Section C.2 Responsibilities and Associated Ground Rules; Page C-1.

3. All other terms and conditions 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)*		16A NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
(b)(4)	15C DATE SIGNED 2/16/10	16B UNITED STATES OF AMERICA Sherry K. Fenn *(Signature of Contracting Officer)*	16C DATE SIGNED 2-18-10
			Sherry K Fenn

NSN 7540-01-152-8070
Previous edition unusable

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (MSFC 52.211-93) (FEB 2001)

The Description/Specifications/Statement of Work is Attachment J-1, entitled "Center-wide Administrative Support (CAS) Services Performance Work Statement (PWS)."

(End of Clause)

C.2 RESPONSIBILITIES AND ASSOCIATED GROUND RULES

Functions and responsibilities directly involved or associated with the management of any MSFC organizations are expressly excluded from this contract. The Contractor shall provide a secondary review of all assigned activities such that no inherently governmental functions are performed by the Contractor, and if directed to do so, the Contractor shall immediately notify the Contracting Officer. The Contractor is referred to FAR Part 7.5, Inherently Governmental Functions.

(a) The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

(1) Policymaking or management of MSFC operations;

(2) Program or project management;

(3) Technical management of Government contracts;

(4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity; and

(5) Supervision of Government employees.

(b) As a result of the close working proximity between Contractor personnel and NASA Civil Servants, the Contractor shall adhere to the following ground rules in performance of the effort as delineated in Attachment J-1.

(1) The Contractor shall ensure that its employees are managed by its own Contractor management, and that the Contractor management has the autonomy to deal effectively with their employees and implement corporate policies.

(2) The Contractor shall ensure that office space occupied by their personnel is clearly labeled with the name of the company.

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)*
000006	06/01/2010		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

CODE 3D8B2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED *(SEE ITEM 13)* 04/23/2008

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
	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.)*

1) The purposes of this bilateral modification are to:

a) Exercise Option 2 to extend the period of performance from June 1, 2010 to May 31, 2011; thereby increasing the current contract value by $5,721,649 (from $9,730,075 to $15,451,724);

b) (b)(4) of the total contract value has been set aside for the incurrence of Travel and Training expenses; thereby increasing Travel by (b)(4) ; and Training expenses by (b)(4) for this contract period;

c) Revise Section G.6, MSFC 52.204-90 Contractor Employee Badging and Employment

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.

(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Harry B Craig

16B. UNITED STATES OF AMERICA
Harry B Craig
(Signature of Contracting Officer)

16C. DATE SIGNED
5-21-2010

Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Termination Clearance, (Nov 2009); d) Section J, Attachment J-4, Contractor Fully Burdened Labor Rates Inclusive of Profit, is being revised to coincide with the revisions of Wage Determination 2005-2007 Revision No. 12; and e) Section J, Attachment J-9, Wage Determination, is being revised to incorporate Wage Determinations 2005-2007 Revision No. 12 dated October 16, 2009 and 2005-2233 Revision No. 11 dated January 7, 2010 for the current period of performance effective through May 31, 2011. No increase in contract value is associated with inclusion of the requirements delineate above. 2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes. (a) Section B.1, Supplies and/or Services to be Furnished (b) Section F.1, Period of Performance (c) Section G.6, Contractor Employee Badging and Employment Termination Clearance (d) Section, J, List of Attachments (e) Section J, Attachment J-4 Contractor Fully Burdened Labor Rates Inclusive of Profit (f) Section J, Attachment J-9, Wage Determination 3. All other terms and conditions remain unchanged. LIST OF CHANGES: Reason for Modification : Exercise an Option Period Of Performance End Date changed from 5/31/2010 to 5/31/2011 New Total Amount for this Version: $5,721,649.00 New Total Amount for this Award: $28,982,749.00				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,632,502 *has been exercised*
Option 1 (Yr 2)			$5,097,573 *has been exercised*
Option 2 (Yr 3)			$5,721,649 *has been exercised*
Option 3 (Yr 4)			$6,406,818
Option 4 (Yr 5)			$7,124,207

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009. The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	June 1, 2009 through May 31, 2010 *has been exercised*
Option 2	June 1, 2010 through May 31, 2011 *has been exercised*
Option 3	June 1, 2011 through May 31, 2012
Option 4	June 1, 2012 through May 31, 2013

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract on-site at the Marshall Space Flight Center, AL, Michoud Assembly Facility (MAF) and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of Clause)

G.6 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 2009)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1/3, "Contractor Employee Clearance Document," when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

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

(b) The Contractor shall insert FAR 52.204-9 in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

Note: The agency personal identity verification procedures are provided in Attachment J-6, Personal Identity Verification Procedures.

(End of Clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment No.	Description	Pages
1	Performance Work Statement	J-1-1 – J-1-9
2	Performance Requirements Summary	J-2-1
3	Data Procurement Document	J-3-1 – J-3-28
4	Contractor Fully Burdened Labor Rate Inclusive of Profit	J-4-1
5	Task Order Summary	J-5-1
6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
7	Safety Performance Evaluation Summary	J-7-1 – J-7-2
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-9
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

[END OF ATTACHMENT J-1]

Page 8 redacted for the following reason:
- -
(b)(4)

WD 05-2007 (Rev.-12) was first posted on www.wdol.gov on 10/27/2009

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.: 2005-2007 Revision No.: 12 Date Of Revision: 10/16/2009

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.80
01112 - General Clerk II		11.78
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		9.49
01191 - Order Clerk I		11.51
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		13.93
01262 - Personnel Assistant (Employment) II		15.59
01263 - Personnel Assistant (Employment) III		17.38
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.02
01290 - Rental Clerk		11.79
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83
01410 - Supply Technician		21.27
01420 - Survey Worker		16.81
01531 - Travel Clerk I		10.64
01532 - Travel Clerk II		11.26
01533 - Travel Clerk III		12.01
01611 - Word Processor I		13.12
01612 - Word Processor II		14.73
01613 - Word Processor III		16.48
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.50
05010 - Automotive Electrician		17.94
05040 - Automotive Glass Installer		17.10

05070 - Automotive Worker	17.10
05110 - Mobile Equipment Servicer	15.50
05130 - Motor Equipment Metal Mechanic	18.77
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	17.14
05220 - Motor Vehicle Mechanic Helper	13.43
05250 - Motor Vehicle Upholstery Worker	16.32
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	16.39
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	18.77
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	9.44
11090 - Gardener	12.11
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.88
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.97
12000 - Health Occupations	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	21.24
12015 - Certified Physical Therapist Assistant	21.24
12020 - Dental Assistant	15.30
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	14.41
12071 - Licensed Practical Nurse I	14.07
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.71
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.03
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99

12235 - Optical Dispenser		15.05
12236 - Optical Technician		11.42
12250 - Pharmacy Technician		13.36
12280 - Phlebotomist		12.99
12305 - Radiologic Technologist		23.95
12311 - Registered Nurse I		22.94
12312 - Registered Nurse II		28.08
12313 - Registered Nurse II, Specialist		28.08
12314 - Registered Nurse III		33.97
12315 - Registered Nurse III, Anesthetist		33.97
12316 - Registered Nurse IV		40.70
12317 - Scheduler (Drug and Alcohol Testing)		19.18
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.07
13012 - Exhibits Specialist II		23.50
13013 - Exhibits Specialist III		28.73
13041 - Illustrator I		19.07
13042 - Illustrator II		23.50
13043 - Illustrator III		28.73
13047 - Librarian		26.02
13050 - Library Aide/Clerk		14.49
13054 - Library Information Technology Systems Administrator		23.50
13058 - Library Technician		16.14
13061 - Media Specialist I		16.95
13062 - Media Specialist II		18.97
13063 - Media Specialist III		21.15
13071 - Photographer I		14.72
13072 - Photographer II		17.00
13073 - Photographer III		20.36
13074 - Photographer IV		24.89
13075 - Photographer V		30.21
13110 - Video Teleconference Technician		16.95
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.73
14042 - Computer Operator II		19.13
14043 - Computer Operator III		20.49
14044 - Computer Operator IV		26.16
14045 - Computer Operator V		27.62
14071 - Computer Programmer I	(see 1)	25.00
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		14.73
14160 - Personal Computer Support Technician		26.16
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.35
15020 - Aircrew Training Devices Instructor (Rated)		35.52
15030 - Air Crew Training Devices Instructor (Pilot)		36.76
15050 - Computer Based Training Specialist / Instructor		30.38
15060 - Educational Technologist		30.12
15070 - Flight Instructor (Pilot)		36.76
15080 - Graphic Artist		21.00
15090 - Technical Instructor		18.91
15095 - Technical Instructor/Course Developer		23.11
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		7.98

16030 - Counter Attendant	7.98
16040 - Dry Cleaner	10.03
16070 - Finisher, Flatwork, Machine	7.98
16090 - Presser, Hand	7.98
16110 - Presser, Machine, Drycleaning	7.98
16130 - Presser, Machine, Shirts	7.98
16160 - Presser, Machine, Wearing Apparel, Laundry	7.98
16190 - Sewing Machine Operator	10.60
16220 - Tailor	11.18
16250 - Washer, Machine	8.65
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.22
19040 - Tool And Die Maker	27.11
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	11.36
21150 - Stock Clerk	15.41
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	18.65
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.12
23392 - Gunsmith II	16.67
23393 - Gunsmith III	18.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.22
23440 - Heavy Equipment Operator	17.87

23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.58
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	18.79
23710 - Office Appliance Repairer	21.83
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	9.26
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	18.07
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	18.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.57
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.52
28042 - Carnival Equipment Repairer	10.00
28043 - Carnival Equpment Worker	7.89
28210 - Gate Attendant/Gate Tender	13.76
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.40
28510 - Recreation Aide/Health Facility Attendant	11.24
28515 - Recreation Specialist	16.31
28630 - Sports Official	12.26

28690 - Swimming Pool Operator		15.65
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		17.70
29020 - Hatch Tender		17.70
29030 - Line Handler		17.70
29041 - Stevedore I		16.90
29042 - Stevedore II		18.56
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.65
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.58
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.07
30021 - Archeological Technician I		17.26
30022 - Archeological Technician II		19.32
30023 - Archeological Technician III		23.94
30030 - Cartographic Technician		24.23
30040 - Civil Engineering Technician		22.83
30061 - Drafter/CAD Operator I		17.26
30062 - Drafter/CAD Operator II		19.55
30063 - Drafter/CAD Operator III		21.11
30064 - Drafter/CAD Operator IV		25.97
30081 - Engineering Technician I		14.53
30082 - Engineering Technician II		17.48
30083 - Engineering Technician III		21.00
30084 - Engineering Technician IV		28.62
30085 - Engineering Technician V		33.81
30086 - Engineering Technician VI		40.89
30090 - Environmental Technician		23.45
30210 - Laboratory Technician		18.92
30240 - Mathematical Technician		24.23
30361 - Paralegal/Legal Assistant I		18.54
30362 - Paralegal/Legal Assistant II		22.98
30363 - Paralegal/Legal Assistant III		28.11
30364 - Paralegal/Legal Assistant IV		34.01
30390 - Photo-Optics Technician		24.23
30461 - Technical Writer I		20.96
30462 - Technical Writer II		25.63
30463 - Technical Writer III		31.02
30491 - Unexploded Ordnance (UXO) Technician I		22.65
30492 - Unexploded Ordnance (UXO) Technician II		27.41
30493 - Unexploded Ordnance (UXO) Technician III		32.85
30494 - Unexploded (UXO) Safety Escort		22.65
30495 - Unexploded (UXO) Sweep Personnel		22.65
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	21.11
30621 - Weather Observer, Senior	(see 3)	23.45
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10.71
31030 - Bus Driver		13.94
31043 - Driver Courier		14.96
31260 - Parking and Lot Attendant		10.11
31290 - Shuttle Bus Driver		16.25
31310 - Taxi Driver		10.90
31361 - Truckdriver, Light		16.25
31362 - Truckdriver, Medium		16.82
31363 - Truckdriver, Heavy		17.62
31364 - Truckdriver, Tractor-Trailer		17.62
99000 - Miscellaneous Occupations		
99030 - Cashier		9.30
99050 - Desk Clerk		7.94
99095 - Embalmer		22.65
99251 - Laboratory Animal Caretaker I		8.61
99252 - Laboratory Animal Caretaker II		13.46

99310 - Mortician	22.65
99410 - Pest Controller	12.65
99510 - Photofinishing Worker	11.90
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.50
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.48
99831 - Surveying Aide	10.77
99832 - Surveying Technician	14.74
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	14.48
99842 - Vending Machine Repairer Helper	12.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.35 per hour or $134.00 per week or $580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordance, 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 ordance, (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 ordance, 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 ordance, 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 DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Shirley F. Ebbesen Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No.: 2005-2233 Revision No.: 11 Date of Last Revision: 01/07/2010

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12 .86
01012 - Accounting Clerk II		14 .44
01013 - Accounting Clerk III		16 .15
01020 - Administrative Assistant		21 .77
01040 - Court Reporter		19 .08
01051 - Data Entry Operator I		10 .88
01052 - Data Entry Operator II		12 .64
01060 - Dispatcher, Motor Vehicle		17 .93
01070 - Document Preparation Clerk		13 .09
01090 - Duplicating Machine Operator		13 .09
01111 - General Clerk I		11 .35
01112 - General Clerk II		12 .39
01113 - General Clerk III		14 .07
01120 - Housing Referral Assistant		19 .89
01141 - Messenger Courier		12 .11
01191 - Order Clerk I		10 .91
01192 - Order Clerk II		12 .99
01261 - Personnel Assistant (Employment) I		13 .81
01262 - Personnel Assistant (Employment) II		16 .91
01263 - Personnel Assistant (Employment) III		19 .75
01270 - Production Control Clerk		20 .40

01280 - Receptionist	9 .89
01290 - Rental Clerk	13 .64
01300 - Scheduler, Maintenance	15 .96
01311 - Secretary I	15 .96
01312 - Secretary II	17 .72
01313 - Secretary III	19 .89
01320 - Service Order Dispatcher	15 .85
01410 - Supply Technician	21 .77
01420 - Survey Worker	14 .38
01531 - Travel Clerk I	12 .16
01532 - Travel Clerk II	12 .91
01533 - Travel Clerk III	13 .62
01611 - Word Processor I	12 .70
01612 - Word Processor II	15 .07
01613 - Word Processor III	17 .13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19 .97
05010 - Automotive Electrician	18 .40
05040 - Automotive Glass Installer	17 .20
05070 - Automotive Worker	17 .20
05110 - Mobile Equipment Servicer	14 .80
05130 - Motor Equipment Metal Mechanic	19 .45
05160 - Motor Equipment Metal Worker	17 .20
05190 - Motor Vehicle Mechanic	19 .45
05220 - Motor Vehicle Mechanic Helper	13 .61
05250 - Motor Vehicle Upholstery Worker	16 .02
05280 - Motor Vehicle Wrecker	17 .20
05310 - Painter, Automotive	18 .40
05340 - Radiator Repair Specialist	17 .20
05370 - Tire Repairer	11 .51
05400 - Transmission Repair Specialist	19 .45
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .70
07041 - Cook I	9 .87
07042 - Cook II	11 .48
07070 - Dishwasher	7 .55
07130 - Food Service Worker	7 .53
07210 - Meat Cutter	11 .54
07260 - Waiter/Waitress	8 .00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16 .29
09040 - Furniture Handler	11 .88
09080 - Furniture Refinisher	16 .29

09090 - Furniture Refinisher Helper	12 .05
09110 - Furniture Repairer, Minor	14 .18
09130 - Upholsterer	16 .29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .14
11060 - Elevator Operator	8 .91
11090 - Gardener	12 .27
11122 - Housekeeping Aide	9 .63
11150 - Janitor	8 .91
11210 - Laborer, Grounds Maintenance	10 .59
11240 - Maid or Houseman	8 .67
11260 - Pruner	9 .35
11270 - Tractor Operator	11 .81
11330 - Trail Maintenance Worker	10 .59
11360 - Window Cleaner	9 .99
12000 - Health Occupations	
12010 - Ambulance Driver	15 .93
12011 - Breath Alcohol Technician	17 .48
12012 - Certified Occupational Therapist Assistant	23 .64
12015 - Certified Physical Therapist Assistant	21 .80
12020 - Dental Assistant	12 .76
12025 - Dental Hygienist	29 .85
12030 - EKG Technician	20 .58
12035 - Electroneurodiagnostic Technologist	20 .58
12040 - Emergency Medical Technician	15 .04
12071 - Licensed Practical Nurse I	15 .63
12072 - Licensed Practical Nurse II	17 .48
12073 - Licensed Practical Nurse III	19 .50
12100 - Medical Assistant	11 .03
12130 - Medical Laboratory Technician	17 .46
12160 - Medical Record Clerk	13 .28
12190 - Medical Record Technician	16 .38
12195 - Medical Transcriptionist	14 .04
12210 - Nuclear Medicine Technologist	30 .22
12221 - Nursing Assistant I	9 .83
12222 - Nursing Assistant II	11 .05
12223 - Nursing Assistant III	12 .06
12224 - Nursing Assistant IV	13 .54
12235 - Optical Dispenser	14 .76
12236 - Optical Technician	12 .46
12250 - Pharmacy Technician	13 .41
12280 - Phlebotomist	13 .54
12305 - Radiologic Technologist	22 .28

12311 - Registered Nurse I		23 .79
12312 - Registered Nurse II		30 .54
12313 - Registered Nurse II, Specialist		30 .54
12314 - Registered Nurse III		36 .95
12315 - Registered Nurse III, Anesthetist		36 .95
12316 - Registered Nurse IV		44 .29
12317 - Scheduler (Drug and Alcohol Testing)		19 .86
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		18 .40
13012 - Exhibits Specialist II		22 .61
13013 - Exhibits Specialist III		27 .58
13041 - Illustrator I		18 .40
13042 - Illustrator II		22 .61
13043 - Illustrator III		27 .58
13047 - Librarian		23 .47
13050 - Library Aide/Clerk		13 .00
13054 - Library Information Technology Systems Administrator		21 .18
13058 - Library Technician		14 .21
13061 - Media Specialist I		15 .29
13062 - Media Specialist II		17 .10
13063 - Media Specialist III		19 .07
13071 - Photographer I		14 .95
13072 - Photographer II		17 .10
13073 - Photographer III		21 .18
13074 - Photographer IV		25 .92
13075 - Photographer V		31 .36
13110 - Video Teleconference Technician		17 .74
14000 - Information Technology Occupations		
14041 - Computer Operator I		15 .02
14042 - Computer Operator II		16 .80
14043 - Computer Operator III		18 .74
14044 - Computer Operator IV		20 .81
14045 - Computer Operator V		23 .06
14071 - Computer Programmer I	(see 1)	21 .09
14072 - Computer Programmer II	(see 1)	23 .21
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		15 .02
14160 - Personal Computer Support Technician		20 .81

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25 .55
15020 - Aircrew Training Devices Instructor (Rated)	33 .42
15030 - Air Crew Training Devices Instructor (Pilot)	37 .06
15050 - Computer Based Training Specialist / Instructor	25 .56
15060 - Educational Technologist	21 .49
15070 - Flight Instructor (Pilot)	37 .06
15080 - Graphic Artist	19 .58
15090 - Technical Instructor	18 .81
15095 - Technical Instructor/Course Developer	23 .02
15110 - Test Proctor	15 .17
15120 - Tutor	15 .17
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8 .70
16030 - Counter Attendant	8 .70
16040 - Dry Cleaner	11 .11
16070 - Finisher, Flatwork, Machine	8 .70
16090 - Presser, Hand	8 .70
16110 - Presser, Machine, Drycleaning	8 .70
16130 - Presser, Machine, Shirts	8 .70
16160 - Presser, Machine, Wearing Apparel, Laundry	8 .70
16190 - Sewing Machine Operator	11 .92
16220 - Tailor	12 .73
16250 - Washer, Machine	9 .50
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19 .00
19040 - Tool And Die Maker	23 .18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13 .56
21030 - Material Coordinator	20 .63
21040 - Material Expediter	20 .63
21050 - Material Handling Laborer	14 .29
21071 - Order Filler	10 .32
21080 - Production Line Worker (Food Processing)	13 .56
21110 - Shipping Packer	12 .77
21130 - Shipping/Receiving Clerk	12 .77
21140 - Store Worker I	8 .77
21150 - Stock Clerk	12 .98
21210 - Tools And Parts Attendant	13 .56
21410 - Warehouse Specialist	13 .56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23 .40
23021 - Aircraft Mechanic I	22 .35

23022 - Aircraft Mechanic II	23 .40
23023 - Aircraft Mechanic III	24 .45
23040 - Aircraft Mechanic Helper	15 .63
23050 - Aircraft, Painter	17 .35
23060 - Aircraft Servicer	18 .39
23080 - Aircraft Worker	19 .78
23110 - Appliance Mechanic	17 .08
23120 - Bicycle Repairer	11 .51
23125 - Cable Splicer	21 .12
23130 - Carpenter, Maintenance	17 .28
23140 - Carpet Layer	16 .47
23160 - Electrician, Maintenance	20 .53
23181 - Electronics Technician Maintenance I	23 .27
23182 - Electronics Technician Maintenance II	24 .50
23183 - Electronics Technician Maintenance III	25 .94
23260 - Fabric Worker	13 .84
23290 - Fire Alarm System Mechanic	18 .17
23310 - Fire Extinguisher Repairer	14 .30
23311 - Fuel Distribution System Mechanic	21 .01
23312 - Fuel Distribution System Operator	15 .50
23370 - General Maintenance Worker	15 .18
23380 - Ground Support Equipment Mechanic	22 .35
23381 - Ground Support Equipment Servicer	18 .39
23382 - Ground Support Equipment Worker	19 .78
23391 - Gunsmith I	14 .30
23392 - Gunsmith II	16 .83
23393 - Gunsmith III	19 .39
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .70
23430 - Heavy Equipment Mechanic	18 .40
23440 - Heavy Equipment Operator	17 .76
23460 - Instrument Mechanic	20 .70
23465 - Laboratory/Shelter Mechanic	18 .10
23470 - Laborer	10 .44
23510 - Locksmith	19 .01
23530 - Machinery Maintenance Mechanic	20 .93
23550 - Machinist, Maintenance	20 .88
23580 - Maintenance Trades Helper	12 .05
23591 - Metrology Technician I	20 .70
23592 - Metrology Technician II	21 .74
23593 - Metrology Technician III	22 .83

23640 - Millwright	23 .61
23710 - Office Appliance Repairer	17 .50
23760 - Painter, Maintenance	17 .28
23790 - Pipefitter, Maintenance	19 .59
23810 - Plumber, Maintenance	18 .53
23820 - Pneudraulic Systems Mechanic	19 .39
23850 - Rigger	18 .57
23870 - Scale Mechanic	16 .83
23890 - Sheet-Metal Worker, Maintenance	18 .57
23910 - Small Engine Mechanic	15 .93
23931 - Telecommunications Mechanic I	20 .95
23932 - Telecommunications Mechanic II	22 .04
23950 - Telephone Lineman	20 .06
23960 - Welder, Combination, Maintenance	17 .56
23965 - Well Driller	19 .39
23970 - Woodcraft Worker	19 .39
23980 - Woodworker	15 .39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8 .82
24580 - Child Care Center Clerk	12 .73
24610 - Chore Aide	7 .62
24620 - Family Readiness And Support Services Coordinator	11 .85
24630 - Homemaker	14 .78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17 .40
25040 - Sewage Plant Operator	16 .29
25070 - Stationary Engineer	18 .50
25190 - Ventilation Equipment Tender	13 .02
25210 - Water Treatment Plant Operator	16 .29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13 .71
27007 - Baggage Inspector	9 .55
27008 - Corrections Officer	13 .16
27010 - Court Security Officer	14 .64
27030 - Detection Dog Handler	13 .71
27040 - Detention Officer	13 .16
27070 - Firefighter	13 .75
27101 - Guard I	9 .55
27102 - Guard II	13 .71
27131 - Police Officer I	16 .67
27132 - Police Officer II	18 .52
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator		10 .28
28042 - Carnival Equipment Repairer		11 .19
28043 - Carnival Equpment Worker		7 .56
28210 - Gate Attendant/Gate Tender		12 .73
28310 - Lifeguard		11 .01
28350 - Park Attendant (Aide)		14 .24
28510 - Recreation Aide/Health Facility Attendant		10 .20
28515 - Recreation Specialist		13 .42
28630 - Sports Official		11 .34
28690 - Swimming Pool Operator		14 .73
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		17 .42
29020 - Hatch Tender		18 .68
29030 - Line Handler		18 .68
29041 - Stevedore I		16 .32
29042 - Stevedore II		18 .74
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35 .15
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24 .24
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	26 .69
30021 - Archeological Technician I		16 .32
30022 - Archeological Technician II		18 .20
30023 - Archeological Technician III		24 .63
30030 - Cartographic Technician		26 .20
30040 - Civil Engineering Technician		21 .48
30061 - Drafter/CAD Operator I		18 .91
30062 - Drafter/CAD Operator II		21 .36
30063 - Drafter/CAD Operator III		23 .61
30064 - Drafter/CAD Operator IV		28 .34
30081 - Engineering Technician I		15 .91
30082 - Engineering Technician II		17 .85
30083 - Engineering Technician III		19 .97
30084 - Engineering Technician IV		24 .74
30085 - Engineering Technician V		30 .27
30086 - Engineering Technician VI		35 .83
30090 - Environmental Technician		22 .92
30210 - Laboratory Technician		21 .81
30240 - Mathematical Technician		26 .46
30361 - Paralegal/Legal Assistant I		18 .76
30362 - Paralegal/Legal Assistant II		24 .50
30363 - Paralegal/Legal Assistant III		29 .98
30364 - Paralegal/Legal Assistant IV		36 .27
30390 - Photo-Optics Technician		26 .46

30461 - Technical Writer I		20.56
30462 - Technical Writer II		25.15
30463 - Technical Writer III		32.00
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.34
30495 - Unexploded (UXO) Sweep Personnel		22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	21.55
30621 - Weather Observer, Senior	(see 2)	23.96
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.00
31030 - Bus Driver		13.80
31043 - Driver Courier		12.64
31260 - Parking and Lot Attendant		8.01
31290 - Shuttle Bus Driver		13.79
31310 - Taxi Driver		9.85
31361 - Truckdriver, Light		13.79
31362 - Truckdriver, Medium		15.10
31363 - Truckdriver, Heavy		16.36
31364 - Truckdriver, Tractor-Trailer		16.36
99000 - Miscellaneous Occupations		
99030 - Cashier		8.53
99050 - Desk Clerk		9.70
99095 - Embalmer		19.16
99251 - Laboratory Animal Caretaker I		9.26
99252 - Laboratory Animal Caretaker II		10.18
99310 - Mortician		27.18
99410 - Pest Controller		12.89
99510 - Photofinishing Worker		12.47
99710 - Recycling Laborer		12.69
99711 - Recycling Specialist		16.24
99730 - Refuse Collector		11.57
99810 - Sales Clerk		11.60
99820 - School Crossing Guard		9.76
99830 - Survey Party Chief		21.27
99831 - Surveying Aide		15.72
99832 - Surveying Technician		19.33
99840 - Vending Machine Attendant		12.18
99841 - Vending Machine Repairer		15.39
99842 - Vending Machine Repairer Helper		12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.35 per hour or $134.00 per week or $580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 ordance, 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 ordance, (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 ordance, 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 ordance, 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.

[END OF ATTACHMENT J-9]

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)*
000007	See Block 16C		

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

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Phone: 256-544-8945
Email: debbie.r.matthews@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM08AA28C

10B. DATED *(SEE ITEM 13)*
04/23/2008

CODE 3D8B2	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)* FAR 43.103 (a)

E. IMPORTANT: Contractor ( ) is not, (x) 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 7 is to incorporate in full text clause 52.232-19, Availability of Funds for the Next Fiscal Year.

Total Contract Value remains $28,982,749.00.

2) Slip-sheet to the contract is provided with sidebar indicating change shown on enclosed replacement page I-19, is substituted in lieu thereof.

Page(s) Added	Page(s) Deleted
I-19	I-19

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)*
(b)(4)	Debbie R Matthews
	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*
	16C. DATE SIGNED 9-9-10

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3) All other terms and conditions of this contract remain unchanged. LIST OF CHANGES: Reason for Modification : Other Administrative Action 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984) Funds are not presently available for performance under this contract beyond September 30th, 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 30th, 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)				

Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.14 52.232-19 AVABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th, 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 30th, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives

(End of clause)

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (52.256-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA/Federal Acquisition Regulation Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90)(FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

[END OF SECTION]

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)*
000008	10/03/2010		

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Marshall Space Flight Center AL 35812

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

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Phone: 256-544-8945
Email: debbie.r.matthews@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

CODE 3D8B2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED *(SEE ITEM 13)* 04/23/2008

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

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 8 is to incorporate the approved, Safety Health and Environmental Plan and to delete the word "lab" from the Performance Work Statement(PWS).

Total Contract Value remains $28,982,749.00.

2) Slip-sheet to the contract is provided with sidebar indicating change shown on enclosed replacements are substituted in lieu thereof.

Page(s) Added	Page(s) Deleted
J-15-1 - J-15-19	
J-1-5	J-1-5

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.

(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Debbie R Matthews

16B. UNITED STATES OF AMERICA
Debbie R Matthews
(Signature of Contracting Officer)

16C. DATE SIGNED 10-1-10

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM08AA28C/000008	2	2

NAME OF OFFEROR OR CONTRACTOR

DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3) All other terms and conditions of this contract remain unchanged. LIST OF CHANGES: Reason for Modification : Other Administrative Action				

The Contractor shall provide pre-approved temporary support on an as needed basis, not to exceed 120 work days with a provision to extend support for an additional 120 work days to cover Contractor positions that experience scheduled leave of absences (i.e., maternity leave, medical leave, family leave, etc.). The Contractor shall work independently, receiving a minimum of detailed instruction and guidance. The Contractor shall perform varied clerical and administrative duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

2.1 Secretary I

The Contractor shall provide support to first line supervisors, managers, and branch offices. Duties include: telephone communications, recording time and attendance, receive visitors, maintain calendars, arrange for meetings and conference rooms, review documents for accuracy, maintain and order supply inventory, process shipping request, disseminate mail, assist with safety program (including Supervisors Safety Web Page entry), arrange and process travel, create/maintain office files, follow through with specific assignments, and follow all applicable NASA/MSFC standard operating procedures.

2.2 Secretary II

The Contractor shall provide support to second line supervisors, and division offices. At this level the Contractor handles differing situation, problems, and deviations in office work and is given general instructions, priorities, duties, and policies. Duties include: Secretary I level; screening telephone calls, visitors, and incoming correspondence; determine which requests should be handled by the appropriate staff; prepare routine correspondence; prioritize meetings for calendars; review outgoing material for consistency with established processes and procedures; collect/compile information; and explain supervisor requirements concerning office procedures to staff.

2.3 Secretary III

The Contractor shall provide support to the Center level offices. At this level the Contractor uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets, and adapts guidelines. Duties include: Secretary I and II levels; anticipate and prepare materials needed for conferences, correspondence, appointments, meetings; telephone calls; read publications, regulations, and directives and take action; reply to special inquires; prepare special one-time reports; and relay new procedures to staff.

2.4 Data Entry Operator II

The Contractor shall provide data entry support to process NASA resumes into an automated system, NASA STARS. The Contractor shall process "quick apply" forms as applicants apply for consideration for NASA vacancies. The Contractor shall maintain electronic and manual files. Duties shall include: data entry, telephone messaging, reports distribution, general administrative and automated support.

Pages 4 through 22 redacted for the following reasons:
- -
(b)(4), (b)(4) Safety Health and Environmental Plan

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)*
000009	See Block 16C		

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Marshall Space Flight Center AL 35812

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

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Phone: 256-544-8945
Email: debbie.r.matthews@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

CODE 3D8B2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED *(SEE ITEM 13)* 04/23/2008

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

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 purposes of this modification are to:

1). Revise Section H, MSFC Clause 52.223-93, Advanced Notification of Contractor Employee Discipline or Involuntary Termination (FEB 2008), is hereby deleted in its entirety and the revised Section H, MSFC 52.223-95, Prevention of an Response to Threatening Behavior in the Workplace shown on enclosed replacement page H-15, is substituted in lieu thereof.

2). Revise Section J, Part III - List of Documents, Exhibits, and Other Attachments, is hereby deleted in its entirety and the revised Section J, Part III- List of Documents, Exhibits, and Other Attachments shown on enclosed replacement page J-1, is substituted in lieu thereof.

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.

(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Debbie R Matthews

16B. UNITED STATES OF AMERICA
Debbie R Matthews
(Signature of Contracting Officer)

16C. DATE SIGNED 10-25-10

Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3). Delete Attachment J-15, Safety, Health and Environmental Plan, pages J-15-1 - J-15-19 are hereby deleted in its entirety and the revised J-11, Safety, Health and Environmental Plan shown on enclosed replacement pages J-11-1 - J-11-19, are substituted in lieu thereof. The following pages of the contract area replaced as appended hereto and made an inseparable part thereof. All other terms and conditions remain unchanged and in full force and effect. Replacement pages H-15 J-1 J-11-1 - J-11-19 LIST OF CHANGES: Reason for Modification : Other Administrative Action				

H.15 PREVENTION OF AN RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE MSFC 52.223-95 (AUG 2010)

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment No.	Description	Pages
1	Performance Work Statement	J-1-1 – J-1-9
2	Performance Requirements Summary	J-2-1
3	Data Procurement Document	J-3-1 – J-3-28
4	Contractor Fully Burdened Labor Rate Inclusive of Profit	J-4-1
5	Task Order Summary	J-5-1
6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
7	Safety & Health Management Implementation Guide	J-7-1 – J-7-3
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-9
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1 - J-11-19
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

Pages 5 through 23 redacted for the following reasons:
- -
(b)(4), Safety Health and Environmental Plan

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)*
000010	06/01/2011		

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Marshall Space Flight Center AL 35812

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

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Phone: 256-544-8945
Email: debbie.r.matthews@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

CODE 3D8B2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED *(SEE ITEM 13)* 04/23/2008

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.
	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 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
	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.)*

1) The purposes of this bilateral modification are to:

a) Exercise Option 3 in order to continue support for the period of June 1, ~~2010~~ 2011 to May 31, 2012; thereby increasing the current contract value in the amount of $6,406,818 (from $15,451,724 to $21,858,542. (b)(4) of the total contract value has been set aside for the incurrence of Travel and Training expenses; thereby increasing Travel in the amount of (b)(4) and Training expenses in the amount of (b)(4) for this contract period;

b) Incorporate Service Contract Act Wage Determination 2005-2007, Revision 14, dated December 14, 2010;

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)*

(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*

Harry B Craig

16B. UNITED STATES OF AMERICA

Harry B Craig
(Signature of Contracting Officer)

16C. DATE SIGNED 5-27-11

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

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	c) Revise Section G.6, MSFC 52.204-90 Contractor Employee Badging and Employment Termination Clearance, (Aug 2010); d) Revise Section I. 5, Security Requirement for Unclassified Information Technology Resources (NFS 1852.204-76) (Jan 2011); e) Section J, Attachment J-4, entitled: "Contractor Fully Burdened Labor Rates Inclusive of Profit," is being revised to coincide with the revisions of Wage Determination 2005-2007 Revision No. 14; and 2005-2233 Revision 13; f) Section J, Attachment J-9, Wage Determination, is being revised to incorporate Wage Determinations 2005-2007 Revision No. 12 dated October 16, 2009 and 2005-2233 Revision No. 11 dated January 7, 2010 for Task order NNM11AA59T for period of performance of June 1, 2011 through May 31, 2013. No increase in contract value is associated with inclusion of the requirements delineated above. 2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes. (a) Section B.1, Supplies and/or Services to be Furnished (b) Section F.2, Period of Performance (c) Section G.6, Contractor Employee Badging and Employment Termination Clearance (d) Section I.5, Security Requirements for Unclassified Information Technology Resources (NFS)1852.204-76 (JAN 2011) (e) Section, J, List of Attachments (f) Wage Determination, add pages J-9-77 through J-9-96 3. All other terms and conditions remain unchanged. LIST OF CHANGES: Reason for Modification: Exercise an Option Period of Performance End Date changed form 05/31/2011 to 05/31/2012 FOB: Destination				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,632,502 *has been exercised*
Option 1 (Yr 2)			$5,097,573 *has been exercised*
Option 2 (Yr 3)			$5,721,649 *has been exercised*
Option 3 (Yr 4)			$6,406,818 *has been exercised*
Option 4 (Yr 5)			$7,124,207

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

	Travel/Training Costs
Contract Periods	
Base Year (Yr 1)	(b)(4)
Option 1 (Yr 2)	
Option 2 (Yr 3)	
Option 3 (Yr 4)	
Option 4 (Yr 5)	

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled "Contractor Fully Burdened Labor Rate Inclusive of Profit."

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled "Performance Requirements Summary." The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in "a. Quality Performance Deductions" and "b. Program Management Performance Deductions."

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor's performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government's semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009. The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	June 1, 2009 through May 31, 2010 *has been exercised*
Option 2	June 1, 2010 through May 31, 2011 *has been exercised*
Option 3	June 1, 2011 through May 31, 2012 *has been exercised*
Option 4	June 1, 2012 through May 31, 2013

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract on-site at the Marshall Space Flight Center, AL, Michoud Assembly Facility (MAF) and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation facility services

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of Clause)

Modification 10

G.6 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (AUG 2010)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared

for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," or MSFC Form 383-3, "Michoud Assembly Facility (MAF) Contractor Employee Clearance Form", when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 383-1 and 383-3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

G.7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

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

(b) The Contractor shall insert FAR 52.204-9 in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

Note: The agency personal identity verification procedures are provided in Attachment J-6, Personal Identity Verification Procedures.

I. 5 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (JAN 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: http://www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at https://itsecurity.nasa.gov/policies/index.html.

(d) The contractor shall afford Government 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 a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) 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 in accordance with

retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of Clause)

I.6 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUNE 2000)

(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, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DEO1, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@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 202-358-0445, 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment No.	Description	Pages
1	Performance Work Statement	J-1-1 – J-1-9
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7	Safety & Health Management Implementation Guide	J-7-1 – J-7-3
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-96
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1 - J-11-19
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

Page 11 redacted for the following reason:
- -
(b)(4)

ATTACHMENT J-9

WAGE DETERMINATION

WD 05-2233 (Rev.-13) was first posted on www.wdol.gov on 07/06/2010

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 Division of Director Wage Determinations	**Wage Determination No.: 2005-2233** **Revision No.: 13** Date Of Revision: 06/28/2010

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.15
01012 - Accounting Clerk II		15.88
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		23.95
01040 - Court Reporter		19.08
01051 - Data Entry Operator I		11.04
01052 - Data Entry Operator II		12.64
01060 - Dispatcher, Motor Vehicle		18.12
01070 - Document Preparation Clerk		13.09
01090 - Duplicating Machine Operator		13.09
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		14.07
01120 - Housing Referral Assistant		21.88
01141 - Messenger Courier		12.11
01191 - Order Clerk I		11.04
01192 - Order Clerk II		12.99
01261 - Personnel Assistant (Employment) I		14.11
01262 - Personnel Assistant (Employment) II		18.12
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		20.40
01280 - Receptionist		10.88
01290 - Rental Clerk		14.11
01300 - Scheduler, Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.49
01313 - Secretary III		21.88
01320 - Service Order Dispatcher		16.02
01410 - Supply Technician		23.95
01420 - Survey Worker		15.82
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.44
01533 - Travel Clerk III		14.18
01611 - Word Processor I		13.92
01612 - Word Processor II		15.62
01613 - Word Processor III		17.47
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	19.97
05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	9.98
07042 - Cook II	11.75
07070 - Dishwasher	7.60
07130 - Food Service Worker	7.99
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	8.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.29
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	16.29
09090 - Furniture Refinisher Helper	12.05
09110 - Furniture Repairer, Minor	14.18
09130 - Upholsterer	16.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.05
11060 - Elevator Operator	9.53
11090 - Gardener	12.27
11122 - Housekeeping Aide	9.63
11150 - Janitor	9.53
11210 - Laborer, Grounds Maintenance	10.59
11240 - Maid or Houseman	9.14
11260 - Pruner	9.35
11270 - Tractor Operator	11.81
11330 - Trail Maintenance Worker	10.59
11360 - Window Cleaner	10.85
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	22.37
12015 - Certified Physical Therapist Assistant	22.37
12020 - Dental Assistant	13.94
12025 - Dental Hygienist	29.85
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	15.38
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.79
12100 - Medical Assistant	12.13
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	14.61

12190 - Medical Record Technician		17.74
12195 - Medical Transcriptionist		14.62
12210 - Nuclear Medicine Technologist		31.65
12221 - Nursing Assistant I		10.67
12222 - Nursing Assistant II		12.00
12223 - Nursing Assistant III		13.09
12224 - Nursing Assistant IV		14.69
12235 - Optical Dispenser		15.67
12236 - Optical Technician		12.46
12250 - Pharmacy Technician		15.02
12280 - Phlebotomist		14.69
12305 - Radiologic Technologist		23.50
12311 - Registered Nurse I		26.17
12312 - Registered Nurse II		33.59
12313 - Registered Nurse II, Specialist		33.59
12314 - Registered Nurse III		40.65
12315 - Registered Nurse III, Anesthetist		40.65
12316 - Registered Nurse IV		48.72
12317 - Scheduler (Drug and Alcohol Testing)		19.86
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		18.40
13012 - Exhibits Specialist II		22.61
13013 - Exhibits Specialist III		27.58
13041 - Illustrator I		18.40
13042 - Illustrator II		22.61
13043 - Illustrator III		27.58
13047 - Librarian		24.17
13050 - Library Aide/Clerk		13.00
13054 - Library Information Technology Systems Administrator		21.83
13058 - Library Technician		14.21
13061 - Media Specialist I		15.75
13062 - Media Specialist II		17.62
13063 - Media Specialist III		19.65
13071 - Photographer I		14.95
13072 - Photographer II		17.10
13073 - Photographer III		21.18
13074 - Photographer IV		25.92
13075 - Photographer V		31.36
13110 - Video Teleconference Technician		19.17
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.55
14042 - Computer Operator II		17.39
14043 - Computer Operator III		19.40
14044 - Computer Operator IV		21.56
14045 - Computer Operator V		23.86
14071 - Computer Programmer I	(see 1)	21.79
14072 - Computer Programmer II	(see 1)	25.53
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		15.55
14160 - Personal Computer Support Technician		21.56
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.11

15020 - Aircrew Training Devices Instructor (Rated)	35.65
15030 - Air Crew Training Devices Instructor (Pilot)	40.77
15050 - Computer Based Training Specialist / Instructor	28.12
15060 - Educational Technologist	23.29
15070 - Flight Instructor (Pilot)	40.77
15080 - Graphic Artist	21.54
15090 - Technical Instructor	19.91
15095 - Technical Instructor/Course Developer	24.35
15110 - Test Proctor	16.06
15120 - Tutor	16.06
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	11.80
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	12.59
16220 - Tailor	13.38
16250 - Washer, Machine	10.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.00
19040 - Tool And Die Maker	24.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.43
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.73
21080 - Production Line Worker (Food Processing)	14.43
21110 - Shipping Packer	13.65
21130 - Shipping/Receiving Clerk	13.65
21140 - Store Worker I	8.95
21150 - Stock Clerk	13.25
21210 - Tools And Parts Attendant	14.43
21410 - Warehouse Specialist	14.43
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.24
23021 - Aircraft Mechanic I	22.76
23022 - Aircraft Mechanic II	24.24
23023 - Aircraft Mechanic III	25.73
23040 - Aircraft Mechanic Helper	15.92
23050 - Aircraft, Painter	17.67
23060 - Aircraft Servicer	18.73
23080 - Aircraft Worker	20.14
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	23.23
23130 - Carpenter, Maintenance	18.92
23140 - Carpet Layer	16.47
23160 - Electrician, Maintenance	21.71
23181 - Electronics Technician Maintenance I	23.31
23182 - Electronics Technician Maintenance II	25.07
23183 - Electronics Technician Maintenance III	26.85
23260 - Fabric Worker	15.22
23290 - Fire Alarm System Mechanic	18.17

23310 - Fire Extinguisher Repairer	14.85
23311 - Fuel Distribution System Mechanic	21.87
23312 - Fuel Distribution System Operator	16.13
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.76
23381 - Ground Support Equipment Servicer	18.73
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	14.85
23392 - Gunsmith II	17.48
23393 - Gunsmith III	20.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.14
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.45
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	18.24
23460 - Instrument Mechanic	22.06
23465 - Laboratory/Shelter Mechanic	18.80
23470 - Laborer	10.79
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	21.02
23550 - Machinist, Maintenance	20.88
23580 - Maintenance Trades Helper	13.26
23591 - Metrology Technician I	22.06
23592 - Metrology Technician II	23.50
23593 - Metrology Technician III	24.94
23640 - Millwright	23.61
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	18.14
23790 - Pipefitter, Maintenance	20.38
23810 - Plumber, Maintenance	19.28
23820 - Pneudraulic Systems Mechanic	20.14
23850 - Rigger	18.57
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.57
23910 - Small Engine Mechanic	16.73
23931 - Telecommunications Mechanic I	21.10
23932 - Telecommunications Mechanic II	22.47
23950 - Telephone Lineman	21.06
23960 - Welder, Combination, Maintenance	19.18
23965 - Well Driller	20.14
23970 - Woodcraft Worker	20.14
23980 - Woodworker	15.39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	8.02
24620 - Family Readiness And Support Services Coordinator	13.04
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.73
25040 - Sewage Plant Operator	16.43
25070 - Stationary Engineer	18.73
25190 - Ventilation Equipment Tender	13.02
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.58

27007 - Baggage Inspector		10.51
27008 - Corrections Officer		14.48
27010 - Court Security Officer		14.99
27030 - Detection Dog Handler		13.71
27040 - Detention Officer		13.16
27070 - Firefighter		14.08
27101 - Guard I		10.51
27102 - Guard II		13.71
27131 - Police Officer I		18.29
27132 - Police Officer II		20.32
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		11.31
28042 - Carnival Equipment Repairer		12.31
28043 - Carnival Equpment Worker		8.32
28210 - Gate Attendant/Gate Tender		13.10
28310 - Lifeguard		12.10
28350 - Park Attendant (Aide)		14.66
28510 - Recreation Aide/Health Facility Attendant		10.70
28515 - Recreation Specialist		14.76
28630 - Sports Official		11.68
28690 - Swimming Pool Operator		15.41
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		18.16
29020 - Hatch Tender		18.68
29030 - Line Handler		18.68
29041 - Stevedore I		16.80
29042 - Stevedore II		19.53
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.95
30022 - Archeological Technician II		20.02
30023 - Archeological Technician III		27.09
30030 - Cartographic Technician		27.22
30040 - Civil Engineering Technician		24.02
30061 - Drafter/CAD Operator I		19.63
30062 - Drafter/CAD Operator II		21.96
30063 - Drafter/CAD Operator III		24.49
30064 - Drafter/CAD Operator IV		30.13
30081 - Engineering Technician I		16.09
30082 - Engineering Technician II		18.05
30083 - Engineering Technician III		20.19
30084 - Engineering Technician IV		25.02
30085 - Engineering Technician V		30.61
30086 - Engineering Technician VI		37.03
30090 - Environmental Technician		22.92
30210 - Laboratory Technician		23.99
30240 - Mathematical Technician		27.22
30361 - Paralegal/Legal Assistant I		20.64
30362 - Paralegal/Legal Assistant II		26.00
30363 - Paralegal/Legal Assistant III		31.81
30364 - Paralegal/Legal Assistant IV		38.48
30390 - Photo-Optics Technician		27.22
30461 - Technical Writer I		22.62
30462 - Technical Writer II		27.67
30463 - Technical Writer III		35.20
30491 - Unexploded Ordnance (UXO) Technician I		22.74

30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.71
30621 - Weather Observer, Senior	(see 2)	26.36
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.90
31030 - Bus Driver		14.93
31043 - Driver Courier		13.44
31260 - Parking and Lot Attendant		8.01
31290 - Shuttle Bus Driver		14.76
31310 - Taxi Driver		10.84
31361 - Truckdriver, Light		14.76
31362 - Truckdriver, Medium		16.07
31363 - Truckdriver, Heavy		17.37
31364 - Truckdriver, Tractor-Trailer		17.37
99000 - Miscellaneous Occupations		
99030 - Cashier		8.53
99050 - Desk Clerk		10.59
99095 - Embalmer		19.51
99251 - Laboratory Animal Caretaker I		10.19
99252 - Laboratory Animal Caretaker II		11.20
99310 - Mortician		27.18
99410 - Pest Controller		14.18
99510 - Photofinishing Worker		12.47
99710 - Recycling Laborer		13.96
99711 - Recycling Specialist		17.79
99730 - Refuse Collector		12.61
99810 - Sales Clerk		11.60
99820 - School Crossing Guard		9.76
99830 - Survey Party Chief		22.37
99831 - Surveying Aide		16.53
99832 - Surveying Technician		20.33
99840 - Vending Machine Attendant		12.18
99841 - Vending Machine Repairer		16.52
99842 - Vending Machine Repairer Helper		12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.50 per hour or $140.00 per week or $606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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)

WAGE DETERMINATION

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 ordance, 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 ordance, (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 ordance, 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 ordance, 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.

ATTACHMENT J-9

WAGE DETERMINATION

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.

ATTACHMENT J-9

WAGE DETERMINATION

WD 05-2007 (Rev.-14) was first posted on www.wdol.gov on 12/21/2010

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 Division of Director Wage Determinations	**Wage Determination No.: 2005-2007** **Revision No.: 14** Date Of Revision: 12/14/2010

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.88
01112 - General Clerk II		11.87
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		10.07
01191 - Order Clerk I		12.66
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		14.18
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.70
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83
01410 - Supply Technician		21.27
01420 - Survey Worker		16.81
01531 - Travel Clerk I		11.08
01532 - Travel Clerk II		11.72
01533 - Travel Clerk III		12.50
01611 - Word Processor I		13.12
01612 - Word Processor II		14.73
01613 - Word Processor III		16.48

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.25
05010 - Automotive Electrician	18.61
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	17.74
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	15.85
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	16.00
12073 - Licensed Practical Nurse III	17.84
12100 - Medical Assistant	11.87

12130 - Medical Laboratory Technician		14.07
12160 - Medical Record Clerk		12.41
12190 - Medical Record Technician		14.96
12195 - Medical Transcriptionist		13.59
12210 - Nuclear Medicine Technologist		30.65
12221 - Nursing Assistant I		9.43
12222 - Nursing Assistant II		10.61
12223 - Nursing Assistant III		11.57
12224 - Nursing Assistant IV		12.99
12235 - Optical Dispenser		15.05
12236 - Optical Technician		12.56
12250 - Pharmacy Technician		13.36
12280 - Phlebotomist		12.99
12305 - Radiologic Technologist		23.95
12311 - Registered Nurse I		22.94
12312 - Registered Nurse II		28.08
12313 - Registered Nurse II, Specialist		28.08
12314 - Registered Nurse III		33.97
12315 - Registered Nurse III, Anesthetist		33.97
12316 - Registered Nurse IV		40.70
12317 - Scheduler (Drug and Alcohol Testing)		19.83
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.09
13012 - Exhibits Specialist II		24.89
13013 - Exhibits Specialist III		30.45
13041 - Illustrator I		20.09
13042 - Illustrator II		24.89
13043 - Illustrator III		30.45
13047 - Librarian		27.56
13050 - Library Aide/Clerk		15.94
13054 - Library Information Technology Systems Administrator		24.89
13058 - Library Technician		16.14
13061 - Media Specialist I		17.96
13062 - Media Specialist II		20.09
13063 - Media Specialist III		22.40
13071 - Photographer I		16.19
13072 - Photographer II		18.70
13073 - Photographer III		22.40
13074 - Photographer IV		27.38
13075 - Photographer V		33.23
13110 - Video Teleconference Technician		17.96
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.55
14042 - Computer Operator II		19.13
14043 - Computer Operator III		20.49
14044 - Computer Operator IV		26.16
14045 - Computer Operator V		27.62
14071 - Computer Programmer I		25.00
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		15.55
14160 - Personal Computer Support Technician		26.16
15000 - Instructional Occupations		

15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	30.52
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	22.01
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.03
16220 - Tailor	11.64
16250 - Washer, Machine	9.00
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.44
19040 - Tool And Die Maker	29.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.48
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	12.06
21150 - Stock Clerk	16.35
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	19.44
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54

23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19.29
23810 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	10.19
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	19.88
25070 - Stationary Engineer	20.75
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	19.88

27000 - Protective Service Occupations		
27004 - Alarm Monitor		13.83
27007 - Baggage Inspector		10.85
27008 - Corrections Officer		15.28
27010 - Court Security Officer		16.82
27030 - Detection Dog Handler		13.55
27040 - Detention Officer		15.28
27070 - Firefighter		16.82
27101 - Guard I		10.85
27102 - Guard II		13.55
27131 - Police Officer I		18.64
27132 - Police Officer II		20.71
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.11
28042 - Carnival Equipment Repairer		10.62
28043 - Carnival Equpment Worker		8.38
28210 - Gate Attendant/Gate Tender		14.06
28310 - Lifeguard		12.21
28350 - Park Attendant (Aide)		15.73
28510 - Recreation Aide/Health Facility Attendant		11.48
28515 - Recreation Specialist		17.94
28630 - Sports Official		12.53
28690 - Swimming Pool Operator		15.65
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		17.70
29020 - Hatch Tender		17.70
29030 - Line Handler		17.70
29041 - Stevedore I		16.90
29042 - Stevedore II		18.56
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		18.60
30022 - Archeological Technician II		20.81
30023 - Archeological Technician III		25.48
30030 - Cartographic Technician		25.48
30040 - Civil Engineering Technician		22.83
30061 - Drafter/CAD Operator I		18.60
30062 - Drafter/CAD Operator II		20.81
30063 - Drafter/CAD Operator III		23.21
30064 - Drafter/CAD Operator IV		28.55
30081 - Engineering Technician I		15.98
30082 - Engineering Technician II		18.00
30083 - Engineering Technician III		21.00
30084 - Engineering Technician IV		28.62
30085 - Engineering Technician V		33.81
30086 - Engineering Technician VI		40.89
30090 - Environmental Technician		25.48
30210 - Laboratory Technician		18.92
30240 - Mathematical Technician		25.48
30361 - Paralegal/Legal Assistant I		18.54
30362 - Paralegal/Legal Assistant II		22.98
30363 - Paralegal/Legal Assistant III		28.11
30364 - Paralegal/Legal Assistant IV		34.01
30390 - Photo-Optics Technician		25.48
30461 - Technical Writer I		21.30
30462 - Technical Writer II		26.06

30463 - Technical Writer III		31.52
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	23.21
30621 - Weather Observer, Senior	(see 3)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10.71
31030 - Bus Driver		13.94
31043 - Driver Courier		14.96
31260 - Parking and Lot Attendant		10.11
31290 - Shuttle Bus Driver		16.25
31310 - Taxi Driver		10.90
31361 - Truckdriver, Light		16.25
31362 - Truckdriver, Medium		16.82
31363 - Truckdriver, Heavy		17.62
31364 - Truckdriver, Tractor-Trailer		17.62
99000 - Miscellaneous Occupations		
99030 - Cashier		9.30
99050 - Desk Clerk		8.43
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		8.61
99252 - Laboratory Animal Caretaker II		13.46
99310 - Mortician		22.65
99410 - Pest Controller		12.76
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		14.15
99711 - Recycling Specialist		16.30
99730 - Refuse Collector		12.79
99810 - Sales Clerk		11.63
99820 - School Crossing Guard		12.71
99830 - Survey Party Chief		17.75
99831 - Surveying Aide		10.94
99832 - Surveying Technician		14.97
99840 - Vending Machine Attendant		13.90
99841 - Vending Machine Repairer		15.93
99842 - Vending Machine Repairer Helper		13.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.50 per hour or $140.00 per week or $606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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)

ATTACHMENT J-9

WAGE DETERMINATION

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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordance, 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 ordance, (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 ordance, 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 ordance, 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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000011	06/01/2011		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Phone: 256-544-8945 Email: debbie.r.matthews@nasa.gov	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(x)	9B. DATED *(SEE ITEM 11)*
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C
		10B. DATED *(SEE ITEM 13)* 04/23/2008

CODE	3D8B2	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes-Fixed-Price (Aug 1987)
	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.)*

1. The purpose(s) of this modification are to:

(a) Definitize contractors proposal to reduce level of support for Option III, Contract Year 4, for the period June 1, 2011 through May 31, 2012; thereby reducing the contract value in the amount of (b)(4)) and Option IV, Contract Year 5, for the period June 1, 2012, through contract end May 31, 2013, thereby reducing the contract value in the amount of (b)(4) . These changes result in an overall decrease in the potential contract value in the amount of (b)(4)

2. Contractor's Statement of Release

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)*
(b)(4)	Sherry K Fenn
	16B. UNITED STATES OF AMERICA: Sherry K Fenn *(Signature of Contracting Officer)* — 16C. DATE SIGNED: 5/27/2011

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification. Contract Change Identification: Contract Modification 11 Contractor Proposal: Dated May 13, 2011 and updated May 21, 2011 3. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes. (a) Section B.1, Supplies and/or Services to Furnished 4. All other terms and conditions remain unchanged and in full force and affect. LIST OF CHANGES: Reason for Modification : Definitize Change Order Total Amount for this Modification: -$1,189,033.00 FOB: Destination				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	**Maximum Quantity**	**Total Potential Contract Value**
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,632,502 *has been exercised*
Option 1 (Yr 2)			$5,097,573 *has been exercised*
Option 2 (Yr 3)			$5,721,649 *has been exercised*
Option 3 (Yr 4)			$5,815,422 *has been exercised*
Option 4 (Yr 5)			$6,526,570

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

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)*
000012	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Phone: 256-544-8945 Email: debbie.r.matthews@nasa.gov	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(x)	9B. DATED *(SEE ITEM 11)*
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C
		10B. DATED *(SEE ITEM 13)* 04/23/2008

CODE 3D8B2	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)* FAR 43.103 (a)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

1. The purpose(s) of this administrative modification are to:

(a) Reduce the Maximum Quantity value of this contract for B.1 Supplies And/Or Services To Be Furnished, which contractually was awarded with contract Modification 11 on May 27, 2011. Option 3 (Yr 4) Maximum Quantity is reduced in the amount of $591,396 (from $6,396,818 (b)(4) and Option 4 (Yr 5) Maximum Quantity is reduced in the amount of $(b)(4)

(b) Revise Section H, MSFC Clause 52.223-94, SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (FEB 2008) is hereby deleted in its entirety and the revised Section H, MSFC Clause 52.223-94, SAFETY PERFORMANCE EVALUATION, EVALUATION

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.

15 (b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Debbie R Matthews	
15	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 9-28-11

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CRITERIA, AND PERFORMANCE RECOGNITION (JUN 2011), is substituted in lieu thereof and; (c) Revise Clause 52.232-19, Availability of Funds for the Next Fiscal Year is updated to change the date from September 30, 2010 to September 30, 2011. 2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes. (a) Section B.1, Supplies and/or Services to be Furnished (b) Section H.14, MSFC 52.223-94, Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (c) Section I.14, 52.232-19 Availability of Funds for the Next Fiscal Year Pages Added: B-1, H-11-H-22, I-19 Pages Deleted: B-1, H-11-H- 15, I-19 3. All other terms and conditions remain unchanged and in full force and affect. LIST OF CHANGES: Reason for Modification: Other Administrative Action				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,632,502 *has been exercised*
Option 1 (Yr 2)			$5,097,573 *has been exercised*
Option 2 (Yr 3)			$5,721,649 *has been exercised*
Option 3 (Yr 4)			$5,815,422 *has been exercised*
Option 4 (Yr 5)			$6,526,570

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

Modification 12

H.14 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (JUNE 2011)

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Safety, Health and Environment (SHE) Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety and health program elements identified in MPR 8715.1, MSFC Safety, Health and Environmental (SHE) Program. The Contractor shall conduct an annual self-evaluation of their safety and health program based on these criteria. The Contractor shall submit an annual self-evaluation to the Contracting Officer (CO) no later than 30 days after each anniversary of the contract. The CO/Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess the Contractor's safety and health performance appropriately—positive or negative.

For the purpose of validating the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the Attachment 1 of this clause. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety, health and environmental policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety and health program shown below. Specific criteria are shown on Attachment 1 entitled "Safety & Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

MSFC SAFETY AND HEALTH CORE PROGRAM REQUIREMENTS

(ELEMENT 1)	(ELEMENT 3)
Management and Employee Involvement	**Hazard Prevention and Control**
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program

(ELEMENT 2)	(ELEMENT 4)
Worksite Hazard Analysis	**Safety and Health Training**
Baseline Surveys and Analyses for the Worksite	Employee Knowledge of Hazards in the Workplace, Recognize Hazards, Signs and Symptoms of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review for Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific to the Worksite Operations
Hazard Reporting by Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

In accordance with MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program", Contractor performance that is validated and recognized to have achieved a world-class program within the term of the contract will be recognized with the following:

Superior Safety Performance level- Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) ≤ 50% of the LTC National average for the applicable North American Industry Classification System (NAICS) average.	***Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.***

Exception: *Contractors with less than 100 employees located onsite at MSFC and/or MAF.* To be rated at Superior Safety Performance level, the Contractor shall have no lost time injuries during the past year.

The following will result in cases where a Contractor's performance is rated as being below the accepted safety performance level:

Below Accepted Safety Performance level - Annual rating score of ≤ 16 or a LTC that is <10% of the LTC National average for the applicable NAICS average.	**Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern.** ***Corrective Action Plan requested.*** ***Data may be placed in contractor past performance database.***

Failure to improve could result in contract options not being exercised.

Exception: Contractors with less than 100 employees located onsite at MSFC *and/or MAF. A Below Accepted Safety Performance level will be given to a contractor having more than one* lost time injuries during the past year.

If Contractor's Safety and Health Performance evaluation rating falls within the range (>16, but <34) and the Contractor achieves a LTC between +/- 10% of the LTC National average for the applicable NAICS, the Contractor's performance is recognized as acceptable.	***No recognition***

NOTE: The most current Department of Labor NAICS average, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct an annual self-assessment of their safety and health program and assign a numerical score to each element (4) using the Safety and Health Management Implementation Guide and Assessment Matrix at Attachment 1.

- Contractor self assessments will address compliance with their approved Safety, Health and Environmental (SHE) Plan and MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

- Contractor to have their self-assessment validated by CO/COTR and Industrial Safety Branch.

- On an annual basis, the CO will apply incentives/recognition or consequences based on the validated yearly score. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below.*)

- Contractor will provide their self-assessment as shown in Attachment 2 or an equivalent format.

6. SAFETY METRIC REPORTING.

The Contractor shall report safety metrics using MSFC Form 4371 to the extent specified in the contract. Refer to MWI 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

Service and Support contracts - DRD for Mishap and Safety Statistics Report

Construction contracts - MSFC Technical Specification for Repair and Construction (TSRC), Specs and Techs, or Master Specs.

7. FAILURE TO REPORT

If the Contractor fails to timely and accurately report to the CO, COTR and the MSFC Industrial Safety Branch, pursuant to the requirements of the relevant contract, all the information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program", and the items in paragraph 6 of this clause, the CO may reduce the profit/fee/price/cost otherwise payable under the relevant contract in an amount of up to $1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

Safety Performance Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Leadership and Employee Involvement (Element 1)
- Worksite Analysis (Element 2)
- Hazard Prevention and Control (Element 3)
- Safety and Health Training (Element 4)

Score	≥36 points (Annual Score)	≤ 16 points (Annual Score)
LTC	and ≤ 50% of the LTC National average for the applicable NAICS **Exception**: Contractors with less than 100 employees located onsite at MSFC and/or MAF shall have no lost time injuries during the past year.	or > than 10% of the LTC National average for the applicable NAICS **Exception**: Contractors with less than 100 employees located onsite at MSFC and/or MAF. A Below Accepted Safety Performance level rating will be given when more than one lost time injuries are reported during the past year.
Grade Levels	**Superior Safety Performance**	**Below Accepted Safety Performance**
Recognition	Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.	**Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. Corrective Action Plan requested. Failure to improve could result in Contract Options not being exercised.**

NOTE: If the Contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided and possible follow-up by the MSFC Industrial Safety Office.

- Reductions in profit/fee/price/cost payable

  - Failure to timely and accurately report information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program" and the items in paragraph 6 of this clause may result in a reduction in the profit/fee/price/cost

otherwise payable under this contract in an amount of up to $1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

ATTACHMENT 1

Safety and Health Management Implementation Guide and Assessment Matrix

Score	Management Leadership and Involvement (Element 1)		Worksite Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "Best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub-elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub-elements in place and functioning.	All training processes established, management initial training complete.
8	One sub-element not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five sub-elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.
6	All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

[END OF ATTACHMENT 1]

ATTACHMENT 2

Safety and Health Performance Self-Evaluation

Contractors shall conduct an annual self-evaluation of their safety and health program based on the applicable elements and sub-elements of the MSFC safety, health and environmental (SHE) program as listed below. Specific criteria are shown on ATTACHMENT 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Element 1 has a management and employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point. The score for each element should be shown below along with explanatory comments for each element.

(ELEMENT 1)	(ELEMENT 3)
Management and Employee Involvement	**Hazard Prevention and Control**
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program

(ELEMENT 2)	(ELEMENT 4)
Worksite Hazard Analysis	**Safety and Health Training**
Baseline Surveys and Analyses For The Worksite	Employee Knowledge Of Hazards In The Workplace, Recognize Hazards, Signs and Symptoms Of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review For Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific To The Worksite Operations
Hazard Reporting By Employees	
Investigation Of Mishap/Close Calls	

Injury/Illness Rates	

Contractor: _____ Contract #: _____ Date of Evaluation Period: _____
Name of Person Verifying: _____
Position: _____
Telephone Number: _____
Email: _____
Date: _____
Signature: _____

Element 1:
Management Commitment: ___ Employee Involvement: ____ Combined Average: ___

Comments:

Element 2:
Worksite Analysis: __

Comments:

Element 3:
Hazard Prevention and Control: _____

Comments:

Element 4:
Safety and Health Training: ____

Comments:

Total Score: _____

Comments/ Validation By:

Comments:

Contracting Officer:

Comments:

COTR:

Comments:

Representative/S&MA Office:

Comments:

[End of Attachment 2]

(End of Clause)

H.15 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION MSFC 52.223-93 (FEB 2008)

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of clause)

[END OF SECTION]

Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.14 52.232-19 AVABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th, 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 30th, 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)

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (52.256-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA/Federal Acquisition Regulation Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90)(FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000013	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Phone: 256-544-8945 Email: debbie.r.matthews@nasa.gov	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C
		10B. DATED (SEE ITEM 13) 04/23/2008
CODE 3D8B2	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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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.

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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

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 administrative modification is to:

1. The purpose of Modification 13 is to incorporate DD254 into Contract NNM08AA28C. The Security Clearance is requested by NASA Security and is needed for Administrative Support Personnel. Incorporating the Department of Defense DD Form 254, Contract Security Classification Specification to Contract NNM08AA28C will not increase the contract value.

2. All other conditions remain unchanged and in full force and affect.

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 CONTRACTOR (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b)(4) [redacted]		Debbie R Matthews	
(b)(4) [redacted]	15B. SIGNED 4/4/12	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4-5-12

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

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)
000014	JUN 01 2012		

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

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Phone: 256-544-8945
Email: debbie.r.matthews@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

CODE 3D8B2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED (SEE ITEM 13) 04/23/2008

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	FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
	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.)

1) The purposes of this bilateral modification are to:

a) Exercise Option 4 (Yr 5), the Final Option Period, in order to continue support for NNM08AA28C, Center-wide Administrative Support (CAS) Services Contract. The effective contract period of performance for this effort to include any potential Task Orders issued under this contract is from June 1, 2012 to May 31, 2013. The current contract value is thereby increased in the amount of $6,526,570 (from $21,267,146 to $27,793,716). (b)(4) of the total contract value has been set aside for the incurrence of Travel and Training expenses; thereby increasing Travel in the amount of (b)(4) and Training expenses in the amount of (b)(4) for this contract period;

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)
(b)(4)
(b)(4)

5/30/12

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Harry B Craig

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
5-31-12

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

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	b) Section B. 1, Supplies and/or Services to be Furnished is hereby deleted in its entirety and the revised B.1, shown on the enclosed replacement pages B-1 - B-2 are substituted in lieu thereof; c) Section F.2, Period of Performance is hereby deleted in its entirety and the revised F.2, shown on the enclosed replacement page F-1 is substituted in lieu thereof; d) Section J, List of Attachments, is hereby deleted in its entirety and the revised J-1, shown on the enclosed replacement page J-1 is substituted in lieu thereof; e) Section J, Attachment J-4, entitled: "Contractor Fully Burdened Labor Rates Inclusive of Profit," is being revised to coincide with the revisions of Wage Determination 2005-2007, Revision 15, dated June 13, 2011 and 2005-2233, Revision 14, dated June 13, 2011; f) Attachment J-9-1, Wage Determinations 2005-2233, Revision 13 and 2005-2007, Revision 14 are hereby deleted in its entirety and is replaced with the enclosed Wage Determinations 2005-2007, Revision 15 and 2005-2233, Revision 14 from June 1, 2012 to May 31, 2013; g) The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM07AA77C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change. Page(s) Deleted — Page(s) Added B-1-B-2 (Mod 10) — B-1-B-2 (Mod 14) F-1 (Mod 10) — F-1 (Mod 14) J-1 (Mod 10) — J-1 (Mod 14) J-1-4 (Mod 10) — J-1-4 (Mod 14) J-9-77 - J-9-96 (Mod 10) — J-9-1 - J-9-19 (Mod 14) h) All other terms and conditions remain unchanged. Payment Terms: Net 30 days FOB: Destination				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,632,502 *has been exercised*
Option 1 (Yr 2)			$5,097,573 *has been exercised*
Option 2 (Yr 3)			$5,721,649 *has been exercised*
Option 3 (Yr 4)			$5,815,422 *has been exercised*
Option 4 (Yr 5)			$6,526,570 *has been exercised*

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

	Travel/Training Costs
Contract Periods	
Base Year (Yr 1)	(b)(4)
Option 1 (Yr 2)	
Option 2 (Yr 3)	
Option 3 (Yr 4)	
Option 4 (Yr 5)	

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled "Contractor Fully Burdened Labor Rate Inclusive of Profit."

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled "Performance Requirements Summary." The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in "a. Quality Performance Deductions" and "b. Program Management Performance Deductions."

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor's performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government's semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009. The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	June 1, 2009 through May 31, 2010 *has been exercised*
Option 2	June 1, 2010 through May 31, 2011 *has been exercised*
Option 3	June 1, 2011 through May 31, 2012 *has been exercised*
Option 4	June 1, 2012 through May 31, 2013 ***has been exercised***

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract on-site at the Marshall Space Flight Center, AL, Michoud Assembly Facility (MAF) and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment No.	Description	Pages
1	Performance Work Statement	J-1-1 – J-1-9
2	Performance Requirements Summary	J-2-1
3	Data Procurement Document	J-3-1 – J-3-28
4	Contractor Fully Burdened Labor Rate Inclusive of Profit	J-4-1
5	Task Order Summary	J-5-1
6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
7	Safety & Health Management Implementation Guide	J-7-1 – J-7-3
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-19
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1 - J-11-19
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

Page 7 redacted for the following reason:
- -
(b)(4)

NNM08AA28C

ATTACHMENT J-9

WAGE DETERMINATION

WD 05-2233 (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
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2233
Revision No.: 14
Date Of Revision: 06/13/2011

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.15
01012 - Accounting Clerk II		15.88
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		23.95
01040 - Court Reporter		19.08
01051 - Data Entry Operator I		11.04
01052 - Data Entry Operator II		12.64
01060 - Dispatcher, Motor Vehicle		18.12
01070 - Document Preparation Clerk		13.09
01090 - Duplicating Machine Operator		13.09
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		14.07
01120 - Housing Referral Assistant		21.88
01141 - Messenger Courier		12.11
01191 - Order Clerk I		11.04
01192 - Order Clerk II		12.99
01261 - Personnel Assistant (Employment) I		14.11
01262 - Personnel Assistant (Employment) II		18.12
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		20.40
01280 - Receptionist		10.88
01290 - Rental Clerk		14.11
01300 - Scheduler, Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.49
01313 - Secretary III		21.88
01320 - Service Order Dispatcher		16.02
01410 - Supply Technician		23.95
01420 - Survey Worker		15.82
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.44
01533 - Travel Clerk III		14.18
01611 - Word Processor I		13.92
01612 - Word Processor II		15.62
01613 - Word Processor III		17.47
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.97
05010 - Automotive Electrician		18.40
05040 - Automotive Glass Installer		17.20
05070 - Automotive Worker		17.20
05110 - Mobile Equipment Servicer		14.80

05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	9.98
07042 - Cook II	11.75
07070 - Dishwasher	7.60
07130 - Food Service Worker	7.99
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	8.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.29
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	16.29
09090 - Furniture Refinisher Helper	12.05
09110 - Furniture Repairer, Minor	14.18
09130 - Upholsterer	16.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.05
11060 - Elevator Operator	9.53
11090 - Gardener	12.27
11122 - Housekeeping Aide	9.63
11150 - Janitor	9.53
11210 - Laborer, Grounds Maintenance	10.59
11240 - Maid or Houseman	9.14
11260 - Pruner	9.35
11270 - Tractor Operator	11.81
11330 - Trail Maintenance Worker	10.59
11360 - Window Cleaner	10.85
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	22.37
12015 - Certified Physical Therapist Assistant	22.37
12020 - Dental Assistant	13.94
12025 - Dental Hygienist	29.85
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	15.38
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.79
12100 - Medical Assistant	12.13
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	14.61
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	14.62
12210 - Nuclear Medicine Technologist	31.65
12221 - Nursing Assistant I	10.67
12222 - Nursing Assistant II	12.00
12223 - Nursing Assistant III	13.09
12224 - Nursing Assistant IV	14.69
12235 - Optical Dispenser	15.67
12236 - Optical Technician	12.46
12250 - Pharmacy Technician	15.02

12280 - Phlebotomist		14.69
12305 - Radiologic Technologist		23.50
12311 - Registered Nurse I		26.17
12312 - Registered Nurse II		33.59
12313 - Registered Nurse II, Specialist		33.59
12314 - Registered Nurse III		40.65
12315 - Registered Nurse III, Anesthetist		40.65
12316 - Registered Nurse IV		48.72
12317 - Scheduler (Drug and Alcohol Testing)		19.86
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		18.40
13012 - Exhibits Specialist II		22.61
13013 - Exhibits Specialist III		27.58
13041 - Illustrator I		18.40
13042 - Illustrator II		22.61
13043 - Illustrator III		27.58
13047 - Librarian		24.17
13050 - Library Aide/Clerk		13.00
13054 - Library Information Technology Systems Administrator		21.83
13058 - Library Technician		14.21
13061 - Media Specialist I		15.75
13062 - Media Specialist II		17.62
13063 - Media Specialist III		19.65
13071 - Photographer I		14.95
13072 - Photographer II		17.10
13073 - Photographer III		21.18
13074 - Photographer IV		25.92
13075 - Photographer V		31.36
13110 - Video Teleconference Technician		19.17
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.55
14042 - Computer Operator II		17.39
14043 - Computer Operator III		19.40
14044 - Computer Operator IV		21.56
14045 - Computer Operator V		23.86
14071 - Computer Programmer I	(see 1)	21.79
14072 - Computer Programmer II	(see 1)	25.53
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		15.55
14160 - Personal Computer Support Technician		21.56
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (NonRated)		28.11
15020 - Aircrew Training Devices Instructor (Rated)		35.65
15030 - Air Crew Training Devices Instructor (Pilot)		40.77
15050 - Computer Based Training Specialist / Instructor		28.12
15060 - Educational Technologist		23.29
15070 - Flight Instructor (Pilot)		40.77
15080 - Graphic Artist		21.54
15090 - Technical Instructor		19.91
15095 - Technical Instructor/Course Developer		24.35
15110 - Test Proctor		16.06
15120 - Tutor		16.06
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.44
16030 - Counter Attendant		9.44
16040 - Dry Cleaner		11.80
16070 - Finisher, Flatwork, Machine		9.44
16090 - Presser, Hand		9.44

16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	12.59
16220 - Tailor	31.38
16250 - Washer, Machine	10.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.00
19040 - Tool And Die Maker	24.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.43
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.73
21080 - Production Line Worker (Food Processing)	14.43
21110 - Shipping Packer	13.65
21130 - Shipping/Receiving Clerk	13.65
21140 - Store Worker I	8.95
21150 - Stock Clerk	13.25
21210 - Tools And Parts Attendant	14.43
21410 - Warehouse Specialist	14.43
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.24
23021 - Aircraft Mechanic I	22.76
23022 - Aircraft Mechanic II	24.24
23023 - Aircraft Mechanic III	25.73
23040 - Aircraft Mechanic Helper	15.92
23050 - Aircraft, Painter	17.67
23060 - Aircraft Servicer	18.73
23080 - Aircraft Worker	20.14
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	23.23
23130 - Carpenter, Maintenance	18.92
23140 - Carpet Layer	16.47
23160 - Electrician, Maintenance	21.71
23181 - Electronics Technician Maintenance I	23.31
23182 - Electronics Technician Maintenance II	25.07
23183 - Electronics Technician Maintenance III	26.85
23260 - Fabric Worker	15.22
23290 - Fire Alarm System Mechanic	18.17
23310 - Fire Extinguisher Repairer	14.85
23311 - Fuel Distribution System Mechanic	21.87
23312 - Fuel Distribution System Operator	16.13
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.76
23381 - Ground Support Equipment Servicer	18.73
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	14.85
23392 - Gunsmith II	17.48
23393 - Gunsmith III	20.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.14
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	18.24
23460 - Instrument Mechanic	22.06
23465 - Laboratory/Shelter Mechanic	18.80
23470 - Laborer	10.79
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	21.02

23550 - Machinist, Maintenance	20.88
23580 - Maintenance Trades Helper	13.26
23591 - Metrology Technician I	22.06
23592 - Metrology Technician II	23.50
23593 - Metrology Technician III	24.94
23640 - Millwright	23.61
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	18.14
23790 - Pipefitter, Maintenance	20.38
23810 - Plumber, Maintenance	19.28
23820 - Pneudraulic Systems Mechanic	20.14
23850 - Rigger	18.57
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.57
23910 - Small Engine Mechanic	16.73
23931 - Telecommunications Mechanic I	21.10
23932 - Telecommunications Mechanic II	22.47
23950 - Telephone Lineman	21.06
23960 - Welder, Combination, Maintenance	19.18
23965 - Well Driller	20.14
23970 - Woodcraft Worker	20.14
23980 - Woodworker	15.39
24000 - Personál Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	8.02
24620 - Family Readiness And Support Services Coordinator	13.04
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.73
25040 - Sewage Plant Operator	16.43
25070 - Stationary Engineer	18.73
25190 - Ventilation Equipment Tender	13.02
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.58
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	14.48
27010 - Court Security Officer	14.99
27030 - Detection Dog Handler	13.71
27040 - Detention Officer	13.16
27070 - Firefighter	14.08
27101 - Guard I	10.51
27102 - Guard II	13.71
27131 - Police Officer I	18.29
27132 - Police Officer II	20.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.31
28042 - Carnival Equipment Repairer	12.31
28043 - Carnival Equpment Worker	8.32
28210 - Gate Attendant/Gate Tender	13.10
28310 - Lifeguard	12.10
28350 - Park Attendant (Aide)	14.66
28510 - Recreation Aide/Health Facility Attendant	10.70
28515 - Recreation Specialist	14.76
28630 - Sports Official	11.68
28690 - Swimming Pool Operator	15.41
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.16
29020 - Hatch Tender	18.68
29030 - Line Handler	18.68
29041 - Stevedore I	16.80

29042 - Stevedore II		19.53
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.95
30022 - Archeological Technician II		20.02
30023 - Archeological Technician III		27.09
30030 - Cartographic Technician		27.22
30040 - Civil Engineering Technician		24.02
30061 - Drafter/CAD Operator I		19.63
30062 - Drafter/CAD Operator II		21.96
30063 - Drafter/CAD Operator III		24.49
30064 - Drafter/CAD Operator IV		30.13
30081 - Engineering Technician I		16.09
30082 - Engineering Technician II		18.05
30083 - Engineering Technician III		20.19
30084 - Engineering Technician IV		25.02
30085 - Engineering Technician V		30.61
30086 - Engineering Technician VI		37.03
30090 - Environmental Technician		22.92
30210 - Laboratory Technician		23.99
30240 - Mathematical Technician		27.22
30361 - Paralegal/Legal Assistant I		20.64
30362 - Paralegal/Legal Assistant II		26.00
30363 - Paralegal/Legal Assistant III		31.81
30364 - Paralegal/Legal Assistant IV		38.48
30390 - Photo-Optics Technician		27.22
30461 - Technical Writer I		22.62
30462 - Technical Writer II		27.67
30463 - Technical Writer III		35.20
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.71
30621 - Weather Observer, Senior	(see 2)	26.36
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.90
31030 - Bus Driver		14.93
31043 - Driver Courier		13.44
31260 - Parking and Lot Attendant		8.01
31290 - Shuttle Bus Driver		14.76
31310 - Taxi Driver		10.84
31361 - Truckdriver, Light		14.76
31362 - Truckdriver, Medium		16.07
31363 - Truckdriver, Heavy		17.37
31364 - Truckdriver, Tractor-Trailer		17.37
99000 - Miscellaneous Occupations		
99030 - Cashier		8.53
99050 - Desk Clerk		10.59
99095 - Embalmer		19.51
99251 - Laboratory Animal Caretaker I		10.19
99252 - Laboratory Animal Caretaker II		11.20
99310 - Mortician		27.18
99410 - Pest Controller		14.18
99510 - Photofinishing Worker		12.47
99710 - Recycling Laborer		13.96
99711 - Recycling Specialist		17.79
99730 - Refuse Collector		12.61
99810 - Sales Clerk		11.60

99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	22.37
99831 - Surveying Aide	16.53
99832 - Surveying Technician	20.33
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	16.52
99842 - Vending Machine Repairer Helper	12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.59 per hour or $143.60 per week or $622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 yar, 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 da 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) Does not apply to employees employed in a bona fide executive,administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 idfferential 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 Sunda 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 toemployees 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 ordance, 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 ordance, (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 ordance, 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 ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this cntract (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 Directoryare 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 OnLine (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONALCLASSIFICATION 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 ina 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 reprt 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.

WD 05-2007 (Rev.-15) 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
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2007
Revision No.: 15
Date OfRevision: 06/13/2011

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.88
01112 - General Clerk II		11.87
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		10.07
01191 - Order Clerk I		12.66
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		14.18
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.70
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83
01410 - Supply Technician		21.27
01420 - Survey Worker		16.81
01531 - Travel Clerk I		11.08
01532 - Travel Clerk II		11.72
01533 - Travel Clerk III		12.50
01611 - Word Processor I		13.12
01612 - Word Processor II		14.73
01613 - Word Processor III		16.48
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.25
05010 - Automotive Electrician		18.61
05040 - Automotive Glass Installer		17.74

05070 - Automotive Worker	17.74
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	15.85
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	16.00
12073 - Licensed Practical Nurse III	17.84
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99

12235 - Optical Dispenser		15.05
12236 - Optical Technician		12.56
12250 - Pharmacy Technician		13.36
12280 - Phlebotomist		12.99
12305 - Radiologic Technologist		23.95
12311 - Registered Nurse I		22.94
12312 - Registered Nurse II		28.08
12313 - Registered Nurse II, Specialist		28.08
12314 - Registered Nurse III		33.97
12315 - Registered Nurse III, Anesthetist		33.97
12316 - Registered Nurse IV		40.70
12317 - Scheduler (Drug and Alcohol Testing)		19.83
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.09
13012 - Exhibits Specialist II		24.89
13013 - Exhibits Specialist III		30.45
13041 - Illustrator I		20.09
13042 - Illustrator II		24.89
13043 - Illustrator III		30.45
13047 - Librarian		27.56
13050 - Library Aide/Clerk		15.94
13054 - Library Information Technology Systems Administrator		24.89
13058 - Library Technician		16.14
13061 - Media Specialist I		17.96
13062 - Media Specialist II		20.09
13063 - Media Specialist III		22.40
13071 - Photographer I		16.19
13072 - Photographer II		18.70
13073 - Photographer III		22.04
13074 - Photographer IV		27.38
13075 - Photographer V		33.23
13110 - Video Teleconference Technician		17.96
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.55
14042 - Computer Operator II		19.13
14043 - Computer Operator III		20.49
14044 - Computer Operator IV		26.16
14045 - Computer Operator V		27.62
14071 - Computer Programmer I		25.00
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		15.55
14160 - Personal Computer Support Technician		26.16
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (NonRated)		29.35
15020 - Aircrew Training Devices Instructor Rated)		35.52
15030 - Air Crew Training Devices Instructor (Pilot)		36.76
15050 - Computer Based Training Specialist / Instructor		30.38
15060 - Educational Technologist		30.52
15070 - Flight Instructor (Pilot)		36.76
15080 - Graphic Artist		22.01
15090 - Technical Instructor		18.91
15095 - Technical Instructor/Course Developer		23.11
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.30

16030 - Counter Attendant	8.30
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.03
16220 - Tailor	11.64
16250 - Washer, Machine	9.00
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.44
19040 - Tool And Die Maker	29.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.48
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	12.06
21150 - Stock Clerk	16.35
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	19.44
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87

23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19.29
23810 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	10.19
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	19.88
25070 - Stationary Engineer	20.75
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	19.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.83
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.64
27132 - Police Officer II	20.71
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.11
28042 - Carnival Equipment Repairer	10.62
28043 - Carnival Equpment Worker	8.38
28210 - Gate Attendant/Gate Tender	14.06
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.73
28510 - Recreation Aide/Health Facility Attendant	11.48
28515 - Recreation Specialist	17.94
28630 - Sports Official	21.53

28690 - Swimming Pool Operator		15.65
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		17.70
29020 - Hatch Tender		17.70
29030 - Line Handler		17.70
29041 - Stevedore I		16.90
29042 - Stevedore II		18.56
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		18.60
30022 - Archeological Technician II		20.81
30023 - Archeological Technician III		25.48
30030 - Cartographic Technician		25.48
30040 - Civil Engineering Technician		22.83
30061 - Drafter/CAD Operator I		18.60
30062 - Drafter/CAD Operator II		20.81
30063 - Drafter/CAD Operator III		23.21
30064 - Drafter/CAD Operator IV		28.55
30081 - Engineering Technician I		15.98
30082 - Engineering Technician II		18.00
30083 - Engineering Technician III		21.00
30084 - Engineering Technician IV		28.62
30085 - Engineering Technician V		33.81
30086 - Engineering Technician VI		40.89
30090 - Environmental Technician		25.48
30210 - Laboratory Technician		18.92
30240 - Mathematical Technician		25.48
30361 - Paralegal/Legal Assistant I		18.54
30362 - Paralegal/Legal Assistant II		22.98
30363 - Paralegal/Legal Assistant III		28.11
30364 - Paralegal/Legal Assistant IV		34.01
30390 - Photo-Optics Technician		25.48
30461 - Technical Writer I		21.30
30462 - Technical Writer II		26.06
30463 - Technical Writer III		31.52
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	23.21
30621 - Weather Observer, Senior	(see 3)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10.71
31030 - Bus Driver		13.94
31043 - Driver Courier		14.96
31260 - Parking and Lot Attendant		10.11
31290 - Shuttle Bus Driver		16.25
31310 - Taxi Driver		10.90
31361 - Truckdriver, Light		16.25
31362 - Truckdriver, Medium		16.82
31363 - Truckdriver, Heavy		17.62
31364 - Truckdriver, Tractor-Trailer		17.62
99000 - Miscellaneous Occupations		
99030 - Cashier		9.30
99050 - Desk Clerk		8.43
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		8.61
99252 - Laboratory Animal Caretaker II		13.46

99310 - Mortician	22.65
99410 - Pest Controller	12.76
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.30
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.75
99831 - Surveying Aide	10.94
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	13.90
99841 - Vending Machine Repairer	15.93
99842 - Vending Machine Repairer Helper	13.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.59 per hour or $143.60 per week or $622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY- NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ofyour 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 ordance, 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 ordance, (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 ordance, 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 ordance, 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 ismade 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 OnLine (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 kill 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 prposed 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, US. 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 aclassification 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.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000015	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Phone: 256-544-8945 Email: debbie.r.matthews@nasa.gov	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(x)	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C
CODE 3D8B2 FACILITY CODE		10B. DATED (SEE ITEM 13) 04/23/2008

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 2 copies to the issuing office.

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

1. The purposes of this administrative modification are to:

(a) Update Data Procurement Document(s) Data Requirement Description (DPD) 1185 with Revision "B" for Basic Contract NNM08AA28C Center-Wide Administrative Support Services (CAS).

(b) Delete DRDs 1185MA-003, Badged Employee and Remote IT User Listing and 1185MA-005, Position Risk Designation for Non-NASA Employee.

(c) Revise Performance Work Statement (PWS) for Basic Contract NNM08AA28C, Deltha Critique Joint Venture(DCJV) to reflect DPD deletions.

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 CONTRACTOR/OFFEROR (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b)(4)		Debbie R Matthews	
(b)(4)	1-10-13	16B. UNITED STATES OF AMERICA Debbie R Matthews (Signature of Contracting Officer)	16C. DATE SIGNED 1-10-13

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

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Basic Contract NNM08AA28C, Part III Section J, List of Attachments

Basic Contract NNM08AA28C, Attachment J-1, Performance Work Statement (PWS) for Deltha Critique Joint Venture (DCJV)

Basic Contract NNM08AA28C, Attachment J-2, Data Procurement Document (DPD) for Deltha Critique Joint Venture

3. Contractor's Statement of Release:

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposal, and for such additional obligations as may be required by this modification.

Contract Change Identification: Modification 15
Contractor Proposal: N/A

4. Except as provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.
LIST OF CHANGES:

Reason for Modification: Other Administrative Action

Total Amount for this Modification: $0.00

Total Potential Amount for this Award Remains: $27,793,716.00

Payment Terms:
Net 30 days

Pages

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment No.	Description	Pages
1	Performance Work Statement	J-1-1 – J-1-9
2	Performance Requirements Summary	J-2-1
3	Data Procurement Document	J-3-1 – J-3-24
4	Contractor Fully Burdened Labor Rate Inclusive of Profit	J-4-1
5	Task Order Summary	J-5-1
6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
7	Safety & Health Management Implementation Guide	J-7-1 – J-7-3
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-19
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1 - J-11-19
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

ATTACHMENT J-1
CENTER-WIDE ADMINISTRATIVE SUPPORT (CAS) SERVICES PERFORMANCE WORK STATEMENT (PWS)

Introduction

This Performance Work Statement (PWS) describes the Center-wide Administrative Support (CAS) services to be provided at the George C. Marshall Space Flight Center (MSFC) and other Government-provided facilities specified elsewhere in the contract. The Contractor shall provide all personnel, except as stated otherwise, required to deliver the services described herein.

Objective

The objective of this contract is to provide professional administrative support services to MSFC as described in the Work Breakdown Structure (WBS) tree, below. These WBS reference numbers shall be specified in task orders issued in accordance with the Task Order Procedures clause of the basic contract (Clause H.4).

1.0 Program Management

- 1.1 Contractor Quality Control
- 1.2 Management and Administration
- 1.3 Resources Management
- 1.4 Safety, Health, and Environmental
- 1.5 Security Requirements
- 1.6 Government Property Management

2.0 Core Administrative Services

- 2.1 Secretary I
- 2.2 Secretary II
- 2.3 Secretary III
- 2.4 Data Entry Operator II
- 2.5 Personnel Assistant II
- 2.6 Personnel Assistant III

3.0 Intermittent Support Services

- 3.1 Court Reporter
- 3.2 Paralegal/Legal Assistant I
- 3.3 Paralegal/Legal Assistant II
- 3.4 Paralegal/Legal Assistant III
- 3.5 Paralegal/Legal Assistant IV

1.0 Program Management – The Contractor shall provide all necessary program management and key personnel required for effective direction, performance, and control of this effort. This includes providing the management for planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all tasks described in this Performance Work Statement.

1.1 Contractor Quality Control

The Contractor shall ensure quality of the work associated with the performance of this contract. The Contractor shall evaluate the entire scope of operations, assign a level of importance, and implement an effective quality control program.

1.2 Management and Administration

The Contractor shall report and document this work and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1185 (Attachment J-3). The Contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.

The Contractor shall provide program management and on-site supervision of services performed to satisfy the requirements of this contract. Program management functions shall include, but are not limited to, handling all employment matters relating to Contractor employees and ensuring that the Contractor employee relationship with NASA Government Employees is not characterized as an employer-employee relationship, and that all delivered services meet the performance standards identified in the contract and task order. The first task order issued against each base and option year period under the contract will encompass all associated Program Management hours for that period of performance. A work progress system shall be established and maintained by the Contractor in such depth and sufficient detail to provide status of tasks. The Contractor shall prepare and deliver a monthly technical progress report in accordance with DRD 1185MA-002. The Contractor shall prepare and deliver a Management Plan in accordance with DRD 1185MA-001.

The Contractor shall prepare and deliver a Contractor Employee Clearance Documents in accordance with DRD 1185MA-004.

1.3 Resources Management

The Contractor shall manage the labor, material, and other resources necessary to perform the work required by this contract. Because of the nature of NASA work and organizational structure, the Contractor shall maintain working shifts to support programs and/or organizations as required. Additionally, the Contractor shall provide continuity of administrative support service when there is an absence of its employees for any reason. The Contractor shall determine the workload of Contractor employees based on needs of the requiring organization.

1.4 Safety, Health, and Environmental

The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevents employee fatalities, (2) reduces the number of incidents, (3) reduces the severity of employee injuries and illnesses, and (4) protects the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1185SA-001. The SHE Plan shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort:

a. Management leadership and employee involvement.
b. System and worksite analysis.
c. Hazard prevention and control.
d. Safety, health and environmental training.

The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Office in accordance with DRD 1185SA-002. The Contractor shall submit direct to the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1185SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

1.5 Security Requirements

Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to entities not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.

All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the COTR.

No Contractor employee will be admitted to the worksite unless they furnish satisfactory proof of U.S. citizenship or, if an alien, proof that their residence within the United States is legal.

For Contractor personnel working in sensitive positions, with access to Government Employee Information, i.e., Personnel and/or Payroll Files, favorable personal background checks are required in compliance with DRD 1185MA-005; and Organizational Conflict of Interest (OCI) Avoidance Plan in accordance with DRD 1185MA-006 (see Clause H.3).

1.6 Government Property Management

The Contractor shall establish, implement, and maintain an inventory control system to track and control all Government furnished, contractor operated property. The Contractor shall comply with the Government property clauses specified elsewhere in the contract. The Contractor shall prepare and maintain a report identifying and listing all equipment, tools, etc., provided by the Government for use by the Contractor in the performance of contracted effort, and for which the Contractor has been given physical custody. This report shall be prepared and maintained in accordance with DRD 1185LS-001.

2.0 Core Administrative Services

The Contractor shall provide administrative support services, to include backup and temporary support, center-wide in the areas of clerical, desktop processing, and records maintenance. Positions stated below shall be proficient in desktop processing to support data processing such as, but not limited to, data entry and retrieval, word processing, presentation graphics, spreadsheets, viewgraphs, and reports. The Contractor shall maintain and provide these services utilizing MSFC Windows based applications such as, but not limited to, Microsoft Excel, Microsoft Word, Microsoft Power Point and other desktop processing software as required. Data may be received in any of the following forms – raw data, handwritten, typed, clip art, clipped publication, paper, and/or electronic.

In addition, the Contractor shall, in accordance with Office of Personnel Management, Code of Federal Regulations, Title 5 U.S. Code, Part 293, NASA NPR 1441.1 Records Retention Schedule, Privacy Act, and/or other regulatory requirements, establish, review, and maintain office files/records on civil service personnel, action documents, employment verifications, correspondence, and provide copies upon request. In those instances where no system exists, the Contractor shall determine and implement record/file systems most conducive for prompt retrieval, considering type of materials, flow/processes; and extent of use.

The Contractor shall provide back-up office support on an as needed basis, which includes out-of-office support in the short-term absence of civil servant and CAS Contractor clerical personnel. This support is intended to provide coverage for unforeseen daily absences of administrative support personnel (i.e. short-term sick leave, emergency family leave, jury duty, etc.). Coordination of this support will be done through the Program Manager and COTR.

The Contractor shall provide pre-approved temporary support on an as needed basis, not to exceed 120 work days with a provision to extend support for an additional 120 work days to cover Contractor positions that experience scheduled leave of absences (i.e., maternity leave, medical leave, family leave, etc.). The Contractor shall work independently, receiving a minimum of detailed instruction and guidance. The Contractor shall perform varied clerical and administrative duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

2.1 Secretary I

The Contractor shall provide support to second line supervisors, managers, and branch offices. Duties include: telephone communications, recording time and attendance, receive visitors, maintain calendars, arrange for meetings and conference rooms, review documents for accuracy, maintain and order supply inventory, process shipping request, disseminate mail, assist with safety program (including Supervisors Safety Web Page entry), arrange and process travel, create/maintain office files, follow through with specific assignments, and follow all applicable NASA/MSFC standard operating procedures.

2.2 Secretary II

The Contractor shall provide support to first line supervisors, division, and lab offices. At this level the Contractor handles differing situation, problems, and deviations in office work and is given general instructions, priorities, duties, and policies. Duties include: Secretary I level; screening telephone calls, visitors, and incoming correspondence; determine which requests should be handled by the appropriate staff; prepare routine correspondence; prioritize meetings for calendars; review outgoing material for consistency with established processes and procedures; collect/compile information; and explain supervisor requirements concerning office procedures to staff.

2.3 Secretary III

The Contractor shall provide support to the Center level offices. At this level the Contractor uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets, and adapts guidelines. Duties include: Secretary I and II levels; anticipate and prepare materials needed for conferences, correspondence, appointments, meetings; telephone calls; read publications, regulations, and directives and take action; reply to special inquires; prepare special one-time reports; and relay new procedures to staff.

2.4 Data Entry Operator II

The Contractor shall provide data entry support to process NASA resumes into an automated system, NASA STARS. The Contractor shall process "quick apply" forms as applicants apply for consideration for NASA vacancies. The Contractor shall maintain electronic and manual files. Duties shall include: data entry, telephone messaging, reports distribution, general administrative and automated support.

2.5 Personnel Assistant II

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, general database software applications, workforce tracking support, processing Standard Form 52 personnel actions, personnel records, and recruiting support. In order to effectively support this WBS, use/knowledge of Windows based computer applications such as, but not limited to, Microsoft Word, Microsoft Excel, Microsoft Project, and Microsoft PowerPoint is required. The

Contractor shall input data into the training system, SATERN and the Federal Personnel and Payroll System (FPPS). Instruction and pre-established guidelines to perform the SATERN and the FPPS functions are available to the Contractor.

2.6 Personnel Assistant III

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, Personnel Assistant II level, requires a good working knowledge of personnel procedures, guides, and precedents, and requires advanced experience and knowledge of software packages. This assistant may perform some clerical work.

3.0 Intermittent Support Services

The services delineated below will be short-term in nature and will be required on an intermittent basis to support MSFC Office of Chief Counsel.

3.1 Court Reporter

The Contractor shall provide support to record examination, testimony, judicial opinions, or other proceedings for a court of law by machine shorthand. The Contractor shall read portions of transcript during depositions on request and ask speakers to clarify inaudible statements. The Contractor shall transcribe recorded material, using office automation.

3.2 Paralegal/Legal Assistant I

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Legal Assistant shall perform a variety of legal duties in an office providing legal assistance to attorneys or litigation teams. The Paralegal Assistant analyzes the legal impact of legislative developments and administrative and judicial decisions, opinions, determinations, and rulings, conducts research for the preparation of legal opinions on matters of interest; performs substantive legal analysis of requests for information under the provisions of various acts; or other similar legal support functions which require discretion and independent judgment in the application of specialized knowledge of laws, precedent decisions, regulations, agency policies, and judicial or administrative proceedings. Such knowledge is less than that represented by graduation from a recognized law school and may have been gained from formalized, professionally instructed agency, educational institution training, or from professionally supervised on-the-job training. While the paramount knowledge requirements of this occupational class are legal, some positions may also require a practical knowledge of subject matter areas related to the agency's programs.

The Paralegal/Legal Assistant I shall work under close supervision with required assistance readily available. Contractor support shall perform the following:

a. Consult prescribed sources of information for facts relating to matters of interest to the program;

b. Review documents to extract selected data and information relating to specific items;

c. Review and summarize information in prescribed format on case precedent and decisions;

d. Search and extract legal references in libraries and computer-data banks:

3.3 Paralegal/Legal Assistant II

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/ Assistant II level includes Paralegal/Legal Assistant I duties and the following additional tasks:

a. Review case materials to become familiar with questions under consideration;

b. Searches for and summarizes relevant articles in trade magazines, law reviews, published studies, financial reports, and similar materials for attorneys use in the preparation of opinions, briefs, and other legal documents;

c. Prepares digests of selected decisions or opinions which incorporate legal references and analyses of precedents involved in areas of well-defined and settled points of law;

d. Interviews potential witnesses and prepares summary interview reports for the attorney's review;

e. Participates in pre-trial witness conferences, notes possible deficiencies in case materials (e.g., missing documents, conflicting statements) and additional issues or other questionable matters, and requests further investigation by other agency personnel to correct possible deficiencies or personally conducts limited investigations at the pre-trial stage;

f. Prepares and organizes trial exhibits as required, such as statistical charts and photographic exhibits;

g. Verifies citations and legal references on prepared legal documents;

h. Prepares summaries of testimony and depositions;

i. Drafts and edits non-legal memoranda, research reports and correspondence relating to cases.

3.4 Paralegal/Legal Assistant III

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/ Assistant III level includes Paralegal/Legal Assistant II duties and, participates in the substantive development of cases and the following additional tasks:

a. Analyzes and evaluates case files against litigation worthiness standards;

b. Notes and corrects case file deficiencies (e.g., missing documents, inconsistent material, leads not investigated) before sending the case on to the concerned trial attorney;

c. Reviews and analyzes available precedents relevant to cases under consideration for use in preparing case summaries to trial attorneys;

d. Gathers, sorts, classifies, and interprets data to discover patterns of possible discriminatory activity;

e. Interviews relevant personnel and potential witness to gather information;

f. Reviews and analyzes relevant statistics;

g. Performs statistical evaluations such as standard deviations, analyses of variance, means, modes, and ranges as supporting data for cases litigation;

h. Consults with statistical experts on reliability evaluations;

i. May be required to testify in court concerning relevant data.

3.5 Paralegal/Legal Assistant IV

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant IV level includes Paralegal/Legal Assistant III duties, assists in the evaluation, development, and litigation of cases, and performs the following duties:

a. Examines and evaluates information in case files, for case litigation worthiness and appropriate titles of law;

b. Determines the need for additional information, independent surveys, evidence, and witnesses, and plans a comprehensive approach to obtain this information;

c. Through on-site visits, interviews and review of records on operations, looks for and evaluates the relevance and worth of evidence;

d. Selects, summarizes, and compiles comparative data to examine and evaluate respondent's deficiencies in order to provide evidence of illegal practices or patterns;

e. Reviews economic trends and forecasts at the national and regional level to evaluate the impact of successful prosecution and potential remedial provisions of ongoing investigations and litigation;

f. Identifies types of record keeping systems and types of records maintained which would be relevant. Gathers, sorts, and interprets data from various record systems including computer information systems;

g. Interviews potential witnesses for information and prepares witnesses for court appearances;

h. Develops statistics and tabulations, such as standard deviations, regression analyses, and weighting, to provide leads and supportive data case litigation. Prepares charts, graphs, and tables to illustrate results;

i. Analyzes data, develops recommendations and justifications for the attorney(s) who will take the matter to court. Continues to work with the attorney(s) during the progress of the case, obtaining and developing further evidence and exhibits, providing administrative assistance, and maintaining custody of exhibits, documents, and files;

j. May appear in court as a witness to testify concerning exhibits prepared supporting plaintiff's case.

DATA PROCUREMENT DOCUMENT NO. 1185 ISSUE Revision B

NNM08AA28C
CONTRACT/RFP

EXHIBIT NUMBER

J-3
ATTACHMENT NUMBER

Center-Wide Administrative Support Services
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Deltha Critique Joint Venture
CONTRACTOR

January 4, 2013
DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration **DOCUMENT CHANGE LOG**					DATA PROCUREMENT DOCUMENT NO. 1185 ISSUE Revision B	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 01-04-13	SUPERSEDING: 06-10-08	PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
(DPD Revision)	INTRO	SGR	DRL	DRD		
Contract Mod. 001			X	X	Deleted the following DRD: 1185CD-001, Contractor Information Technology Security Program Plan	
				1185LS-001	Replaced with current standard	
				1185SA-001	Replaced with current standard	
				1185SA-002	Replaced with current standard	
Contract Mod. 0015 (Revision B)		X			Replaced Statement of General Requirements (SGR) with current (page J-3-2 through J-3-8)	
				1185LS-001	Replaced with current standard	
				X	1185MA-003, Badged Employee and Remote IT User Listing: Superseded by Agency requirement to submit information within IDMAX/ICAM	
				X	1185MA-005, Position Risk Designation for Non-NASA Employee Form: Superseded by Agency requirement to submit information within IDMAX/ICAM	
				1185SA-001	Replaced with current standard	
				1185SA-002	Replaced with current standard	

MSFC - Form 3461-1 (Rev. September 2007)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRDs listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRDs.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRDs.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRDs)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
LS	Logistics/Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRDs have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRDs are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRDs.

1.2.4 Document Change Log (DCL): The Document Change Log chronologically records all revision actions that pertain to the DPD.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.

3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.

4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.

5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.

* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

> **Export Administration Regulations (EAR) Notice**
>
> This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

If the contract contains NFS 1852.237-73, a sensitive information legend may be applicable to information delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
   1. Contract number.
   2. Data Requirements Description (DRD) number.
   3. DRD data type (specified in Item 3 on the DRD).
   4. Submission date or milestone being satisfied.
   5. Document number and revision.
   6. Document title.
   7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
   8. Distribution (as defined by the Contracting Officer's letter).
   9. Requested response date.
   10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.

11. NASA Records Retention Schedule (NRRS) number, if applicable (See NPR 1441.1, NASA Records Retention Schedules).

b. Printable electronic files or hardcopy data.

2.3.5 When electronic data deliverables are transmitted directly to the MSFC Repository, the Digital Asset Manager web interface shall be utilized. Instructions for electronic data submittals can be found at http://avmcc.msfc.nasa.gov/repository/repository_submittal.php. Document submitters to the Repository must register for a MSFC EDMS (Documentum) user account, through the Identity Management and Account Exchange (idMAX) system. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL), and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.6 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log.

3.3.2 The date of the DPD shall be entered under the "as of" block of the Document Change Log. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the modification number, portions affected, and remarks. All changes to the DPD/DRDs shall be identified in the "Remarks" column.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA for each contract modification that affects the DPD and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision dates shall remain in the Date Revised block on all DRDs. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Center-Wide Administrative Support Services

Data Requirements List

DRD	DATA TYPE	TITLE	OPR
~~CD – Contractual Data~~			
~~1185CD-001~~	~~2~~	~~Contractor Information Technology Security Program Plan~~	~~IS10~~
LS – Logistics Support			
1185LS-001	2	Government Property Management Plan	AS41
MA – Management			
1185MA-001	1	Management Plan	HS01
1185MA-002	3	Monthly Technical Progress Reports	HS01
~~1185MA-003~~	~~3~~	~~Badged Employee and Remote IT User Listing~~	~~AS50~~
1185MA-004	3	Contractor Employee Clearance Document	AS50
~~1185MA-005~~	~~3~~	~~Position Risk Designation for Non-NASA Employee~~	~~AS50~~
1185MA-006	3	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
SA – Safety			
1185SA-001	2	On-site Safety, Health and Environmental (SHE) Plan	AS10/QD12
1185SA-002	3	On-site Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1185 ISSUE: Revision B
2. DRD NO.: 1185LS-001
3. DATA TYPE: 2
4. DATE REVISED: 01-04-13
5. PAGE: 1/1
6. TITLE: Government Property Management Plan
7. DESCRIPTION/USE: To describe the method of controlling and managing Government property.
8. OPR: AS41 9. DM: HS01
10. DISTRIBUTION: Cognizant property administrator
11. INITIAL SUBMISSION: Preliminary 45 days after initiation of the phase-in period
12. SUBMISSION FREQUENCY: Final one year after ATP, revise as required
13. REMARKS: This document shall be the official contract requirements document for the control and identification of all Government property.
14. INTERRELATIONSHIP: PWS paragraph 1.6
15. DATA PREPARATION INFORMATION:

15.1 SCOPE: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 APPLICABLE DOCUMENTS:

FAR	*Federal Acquisition Regulation, Part 45*
FAR	*Federal Acquisition Regulation, Part 52.245*
NFS 1852.245	*NASA/FAR Supplement and latest revisions thereto*
NFS 1852.245-80	*NASA FAR Supplement, Government Property Management Information (PIC 07-09)*
NPR 4100.1	*Supply Support and Material Management Policy*
NPR 4200.1	*Equipment Management*
NPR 4300.1	*NASA Personal Property Disposal Policy*
NPR 5100.4	*Federal Acquisition Regulation Supplement (NASA/FAR Supplement) [48 CFR 1800-1899] (REVALIDATED 9/16/2008)*

15.3 CONTENTS: The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.
   1. Roles and responsibilities.
b. Property outcomes.
   1. Acquisition.
   2. Receiving.
      (a) Identification.
   3. Records.
   4. Physical inventory.
   5. Subcontractor control.
   6. Reporting.
   7. Relief of stewardship responsibilities.
      (a) Disposal.

DRD Continuation Sheet

TITLE: Government Property Management Plan DRD NO.: 1185LS-001
DATA TYPE: 2 PAGE: 2/2

15. DATA PREPARATION INFORMATION (CONTINUED):
    8. Utilization.
        (a) Consumption.
        (b) Movement.
        (c) Storage.
    9. Maintenance.
    10. Property Closeout.

15.4 FORMAT: Contractor format is acceptable.

15.5 MAINTENANCE: Changes shall be incorporated by complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1185 ISSUE: Revision B
2. DRD NO.: 1185MA-001
3. DATA TYPE: 1
4. DATE REVISED: 01-04-13
5. PAGE: 1/1
6. TITLE: Management Plan
7. DESCRIPTION/USE: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.
8. OPR: HS01 9. DM: HS01
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION: 30 days after initiation of the phase-in period
12. SUBMISSION FREQUENCY: Revise as required
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 1.2
15. DATA PREPARATION INFORMATION:

15.1 SCOPE: The Management Plan describes the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 APPLICABLE DOCUMENTS: None

15.3 CONTENTS: The Management Plan shall include:

a. A description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level III WBS task level.
b. A description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.

15.4 FORMAT: Contractor format is acceptable.

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1185 ISSUE: Revision B
2. DRD NO.: 1185MA-002
3. DATA TYPE: 3
4. DATE REVISED: 01-04-13
5. PAGE: 1/1

6. TITLE: Monthly Technical Progress Reports

7. DESCRIPTION/USE: To provide visibility to contractor and MSFC project management of actual and potential problems and progress toward meeting the technical and schedule requirements.

8. OPR: HS01 9. DM: HS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: First calendar month following the end of the first full month after Authority to Proceed (ATP), unless otherwise specified by the Contracting Officer

12. SUBMISSION FREQUENCY: 10 days following the end of each month

13. REMARKS:

14. INTERRELATIONSHIP: PWS paragraph 1.2

15. DATA PREPARATION INFORMATION:

15.1 SCOPE: The Monthly Technical Progress Reports provides data for the assessment of monthly technical and schedule progress and summarize the results of the entire contract work.

15.2 APPLICABLE DOCUMENTS: None

15.3 CONTENTS: The Monthly Technical Progress Reports shall contain:

a. Work accomplished for current reporting period, including a report of overall technical and schedule performance.
b. Work planned for next reporting period.
c. Current problems which may impede performance or impact program schedule and proposed corrective action.
d. Other information that may assist the Government in evaluating the contractor's technical and schedule performance, e.g., innovative processes and reduction initiatives.
e. Identify Labor categories for all employees.
f. Information on new hires and terminations:
    1. Date hired or terminated.
    2. Office being supported.
    3. Labor category.
g. Identify all reimbursable overtime.
h. Identify all reimbursable travel:
    1. Travel will be in accordance with Public Law 99-234 and FAR 31.205-46 - Travel Costs, and GSA per diem rates.
    2. Backup travel documentation submitted with travel report.

15.4 FORMAT: Contractor format is acceptable.

15.5 MAINTENANCE: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1185 ISSUE: Revision B
2. DRD NO.: 1185MA-004
3. DATA TYPE: 3
4. DATE REVISED: 01-04-13
5. PAGE: 1/1
6. TITLE: Contractor Employee Clearance Document
7. DESCRIPTION/USE: To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
8. OPR: AS50 9. DM: HS01
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION: Immediately when the access is no longer needed
12. SUBMISSION FREQUENCY: As required
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 1.2
15. DATA PREPARATION INFORMATION:

15.1 SCOPE: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.

15.2 APPLICABLE DOCUMENTS: None

15.3 CONTENTS: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 FORMAT: MSFC Form 383-1, "Contractor Employee Clearance Document".

15.5 MAINTENANCE: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1185 ISSUE: Revision B
2. DRD NO.: 1185MA-006
3. DATA TYPE: 3
4. DATE REVISED: 01-04-13
5. PAGE: 1/2

6. TITLE: Organizational Conflicts of Interest (OCI) Avoidance Plan

7. DESCRIPTION/USE: To demonstrate to the Government that the Contractor will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive data.

8. OPR: PS33 9. DM: PS33

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: 10 working days after initiation of the phase-in period

12. SUBMISSION FREQUENCY: Update as required

13. REMARKS: Reference is made to 1852.237-72, *Access to Sensitive Information* and 1852.237-73, *Release of Sensitive Information.*

14. INTERRELATIONSHIP: SOW paragraph 1.5

15. DATA PREPARATION INFORMATION:

15.1 SCOPE: The Organizational Conflicts of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated, especially when using subject matter experts or technical experts connected to any prime contractor or subcontractor performing or planning to propose on design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC. The Contractor should not assume that government performance of a contracted task is a form of mitigation.

15.2 APPLICABLE DOCUMENTS: None

15.3. CONTENTS: The Organizational Conflicts of Interest Avoidance Plan shall include the following:

a. Organizational conflicts of interest pertaining to impaired objectivity shall be addressed as follows:
   1. Describe the nature of the conflict including any business relationships that might create a conflict with the performance of the work statement
   2. Describe the plan for avoiding, neutralizing, or mitigating the conflict, including the following with regard to subject matter experts/technical experts if applicable:
      (a) That the management reporting chains between this contract and the work performed by the subject matter experts/technical experts for the conflicting business relationship are separated from each other.
      (b) That the subject matter experts/technical experts when performing under this contract are physically separated from the portion of the company performing the work for the conflicting business relationships.
      (c) That each subject matter expert/technical expert performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
      (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan DRD NO.: 1185MA-006
DATA TYPE: 3 PAGE: 2/2

15. DATA PREPARATION INFORMATION (CONTINUED):

b. With regard to access to nonpublic information, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor (including all employees and subject matter experts/technical experts) receives. This plan shall include:

1. A provision that the contractor shall not disclose or improperly use the proprietary/sensitive data received or accessed under this contract.
2. A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
3. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
4. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
5. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
6. A requirement for periodic self-audits, the results of which shall be made available to the Government.
7. Initial and periodic refresher OCI training for the contractor employees/experts working on this contract.
8. A description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
9. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
10. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
11. A provision requiring the contractor to update the OCI Avoidance Plan upon occurrence of any event that will cause a change to the plan.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1185 ISSUE: Revision B
2. DRD NO.: 1185SA-001
3. DATA TYPE: 2
4. DATE REVISED: 01-04-13
5. PAGE: 1/5

6. TITLE: On-site Safety, Health, and Environmental (SHE) Plan

7. DESCRIPTION/USE: A contractor generated document that describes the contractor's specific approaches and methods that ensures the work they perform at Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF) over the duration of this contracted effort is performed in compliance with the MSFC or MAF SHE related applicable documents, MSFC SHE Core Program Requirements (CPRs), and the MSFC or MAF Quality Management System accordance with NFS 1852.223-73.

8. OPR: AS10/QD12 9. DM: HS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: Preliminary with proposal

12. SUBMISSION FREQUENCY: Ten days after initiation of the phase-in period; update as required

13. REMARKS:

14. INTERRELATIONSHIP: NFS 1852.223-70, *Safety and Health;* NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting.* DRD 1185SA-002, *On-site Mishap and Safety Statistics Report.* PWS paragraph 1.4

15. DATA PREPARATION INFORMATION:

15.1 SCOPE: The Safety, Health, and Environmental (SHE) Plan shall describe the specific approaches and methods the contractor will implement for planning, controlling and enforcing their industrial safety, occupational health, and environmental requirements over the duration of this contracted effort while also ensuring compliance with the MSFC SHE Program CPRs.

15.2 APPLICABLE DOCUMENTS: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	*Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926	*Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR	*Protection of the Environment*
ANSI Standards applicable to the scope of this contract	
ASME Boiler and Pressure Vessel Code applicable to the scope of this contract	
NFPA Standards	*National Fire Codes*
NASA-STD-8719.11	*Safety Standard for Fire Protection*
NPR 8715.3	*NASA General Safety Program Requirements*
MPR 1040.3	*MSFC Emergency Plan*
MPD 1800.1	*MSFC Smoking Policy*
MPR 1800.1	*Bloodborne Pathogens*
MPR 1810.1	*MSFC Occupational Medicine*
MPD 1840.1	*MSFC Environmental Health Program*
MPR 1840.1	*MSFC Confined Space Entries*
MPD 1840.2	*MSFC Hearing Conservation Program*
MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1840.3	*MSFC Respiratory Protection Program*

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan DRD NO.: 1185SA-001
DATA TYPE: 2 PAGE: 2/5

15. DATA PREPARATION INFORMATION (CONTINUED):

MPR 1840.3	*MSFC Hazardous Chemicals in Laboratories Protection Program*
MPD 1860.1	*Laser Safety*
MPD 1860.2	*MSFC Radiation Safety Program*
MPR 3410.1	*Training*
MWI 3410.1	*Personnel Certification Program*
MPD 8500.1	*MSFC Environmental Management Policy*
MPR 8500.2	*MSFC Environmental Management System Manual*
MWI 8621.1	*Close Call and Mishap Reporting and Investigation Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*
MWI 8715.1	*Electrical Safety*
MWI 8715.2	*Lockout/Tagout Program*
MWI 8715.3	*Hazard Identification & Warning System*
MWI 8715.4	*Personal Protective Equipment (PPE)*
MWI 8715.5	*Building Manager Program*
MWI 8715.9	*Occupational Safety Guidelines for Contractors*
MWI 8715.10	*Explosives, Propellants, & Pyrotechnics Program*
MWI 8715.11	*Fire Safety Program*
MWI 8715.12	*Safety, Health, and Environmental Finding Tracking System (SHEtrak)*
MWI 8715.13	*Safety Concerns Reporting System (SCRS)*
MWI 8715.15	*Ground Operations Safety Assessment & Risk Mitigation Program*
MWI 8715.16	*Supervisor Safety, Health and Environmental (SHE) Visits*
MWI 8715.17	*Hazardous Operations Readiness Review Program*

(**NOTE**: If work is also expected to be performed at another NASA Center the Contractor shall contact the Center's Safety and Mission Assurance (S&MA) Directorate/Office where the work is expected to be performed prior to commencing any work. The Contractor shall become aware of and comply with the Center's specific requirements and processes for the type work being performed.)

15.3 **CONTENTS**: The contractor's Safety, Health, and Environmental (SHE) Plan shall be written specifically for the work to be conducted at MSFC or MAF over the duration of this contracted effort. The plan shall provide a clear description of the contractor's approach for the following: (1) Implementing their SHE program at MSFC or MAF, (2) Providing a workplace that is incident and injury free, (3) Protecting the environment in accordance with the MSFC or MAF's Environmental Management System, and (4) The methods for ensuring their SHE program is continually compliant with the following: (a) the MSFC SHE Core Program Requirements (CPR), (b) the applicable SHE related documents listed in 15.2 to the extent specified or referenced as applicable to this contracted effort and (c) the MSFC or MAF Quality Management System. (**NOTE 1**: A contractor's corporate SHE plan is not considered as written specifically for the work to be performed under this contracted effort and shall not be considered by MSFC as meeting the requirement of the DRD.)

a. CPR 1 - Management Leadership and Employee Involvement:
   1. A description of the contractor's safety, health and environmental policy and their management's commitment to ensure the following: (1) A visible and proactive culture in the workplace that values the safety and health of their employees, (2) A safe and healthful workplace is provided for their employees, customers, and public that is free from incidents and injuries, (3) The safety performance of subcontractors or teammates is evaluated prior to their selection and over the duration of this contracted effort, when applicable, and (4) Property and the environment is protected over the duration of this contracted effort.
   2. A description of how the contractor will ensure their work activities, operations, procedures and processes conducted at MSFC or MAF are in compliance with EPA, OSHA, NASA, MPR 8715.1, all MSFC SHE documents listed in 15.2 that contain requirements specified or referenced as applicable to this contracted effort and the MSFC or MAF Quality Management System.

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan DRD NO.: 1185SA-001
DATA TYPE: 2 PAGE: 3/5

15. DATA PREPARATION INFORMATION (CONTINUED):

3. A description of how the contractor will ensure employees are encouraged to participate and be involved in their SHE Program (e.g., participate in safety committees, worksite inspections, accident investigations, the development of job hazard analysis, provide suggestion for improvements to their SHE program and report hazardous working conditions).
4. A description of how the contractor will ensure managers and employees are (1) Encouraged to take responsibility for their safety and health and that of other employees and make safety a priority in the performance of their work processes, (2) Held accountable to perform their work activities in a safe and healthful manner while also protecting property and the environment, (3) Fully aware of and understand their roles and responsibilities in their SHE Program, and (4) Proactive in ensuring these responsibilities and accountabilities, including the disciplinary policy/program, are flowed-down to subcontractors and teammates over the duration of this contracted effort, when applicable.
5. A description of how the contractor will ensure monthly SHE meetings and awareness training is provided to employees and documented. (**NOTE:** Contractors located on-site at MSFC or MAF, when applicable, shall document their monthly SHE awareness training/meeting in the MSFC Supervisors Safety Web page (SSWP). If not applicable, shall maintain documentation of the self-evaluation and provide to the Government, upon request. See MPR 8715.1.)
6. A description of how the contractor will conduct self-evaluations of their SHE Program to determine its effectiveness. Provide the frequency of these self evaluations and how they are documented.
7. A description of how the contractor will collect feedback from employees to obtain their perception of the effectiveness in their SHE Program. Provide the frequency of when this feedback is collected.
8. A description of how the contractor will ensure their SHE plan is maintained current with contract, NASA and MSFC requirements, and is reviewed and updated as necessary. Provide the frequency of when this review is conducted.
9. Provide the identification, by title, of the individual assigned by the contractor to be responsible to implement the contractor's SHE program elements and designated to serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.

b. CPR 2 - Worksite Analysis:

1. A description of how the contractor will ensure each supervisor conducts and documents monthly worksite safety inspections and safety visits to ensure the following: (1) Employees are provided with safe and healthful working environment, (2) Unsafe and unhealthful conditions are corrected within a timely manner when they are discovered, and (3) Employees are performing their jobs/tasks/operations in a safe and healthful manner. (**NOTE 1**: Contractor supervisors' located on-site at MSFC or MAF, when applicable, shall perform safety inspections and visits once per month per supervisor and document the results of these visits in the MSFC SSWP if applicable. If not applicable, shall maintain documentation of the self-evaluation and provide to the Government, upon request. See MPR 8715.1).
2. A description of how the contractor will ensure employees are encouraged to report to their management, without the fear of reprisal from their management, any condition that they feel is hazardous or unsafe and receive a timely and appropriate response to investigate and correct the condition. Provide a description of how these reports are documented and tracked to closure. (**NOTE**: Contractors located at MSFC and MAF, when applicable, can use the reporting process described in MWI 8715.13 as their employee safety concern reporting system).
3. A description of how the contractor will ensure all mishaps and close calls are reported, documented, investigated to the extent necessary to determine the proximate or root cause(s) of the mishap or close call, and corrective actions tracked to closure. (NOTE: Reference DRD 1185SA-002, *On-site Mishap and Safety Statistics Report*, NPR 8621.1 and MWI 8621.1).

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan DRD NO.: 1185SA-001
DATA TYPE: 2 PAGE: 4/5

15. DATA PREPARATION INFORMATION (CONTINUED):

4. A description of the contractor's policy for conducting post-mishap drug and alcohol testing when the initial mishap investigation provides reason to believe an employee's actions or failure to perform a required action is reasonably suspected of having caused or contributed to causing the mishap. (**NOTE**: In the event a mishap results in a fatality or serious injury requiring immediate hospitalization, or substantial damage to property estimated to exceed $10,000, post-mishap drug and alcohol testing can be required by the government and the results of these tests shall be provided to the MSFC Contracting Officer. See NPR 3792.1, NPR 8621.1 and MWI 8621.1).

c. CPR 3 - Hazard Prevention and Control:

1. A description of how the contractor will ensure the work they perform over the duration of this contracted effort is fully compliant with the MSFC SHE documented programs and processes listed in 15.2 that contain requirements specified or referenced as applicable to this contracted effort (e.g., Personal Protective Equipment (PPE), Respiratory Protection, Hazard Communication, Confined Space Entry, Control of Hazardous Energy (Lockout/Tagout), Bloodborne Pathogens.) (**NOTE**: If work is expected to be performed at another Center the Contractor shall contact the Center's S&MA Directorate/Office to ensure all work performed by the Contractor complies with the Center's requirements and processes for the type work being performed).
2. A description of how the contractor will ensure an emergency management program is implemented at their worksite that will ensure the following: (1) All types of emergencies that can occur during this contracted effort (e.g., fire, chemical spill, accidents, natural disasters) are responded to, (2) All employees are informed and made aware of what they are to do in the event of an emergency, and (3) who employees are to contact in the event an emergency. (**NOTE 1**: Contractors located at MSFC and MAF, when applicable, can elect to use MPR 1040.3 as their emergency management program). (**NOTE 2**: A list of emergency phone numbers and points-of-contacts is to be posted at the worksite for employee reference).
3. A description of how the contractor will ensure safety, health, and environmental services that are applicable to this contracted effort are provided at the contractor's worksite over the duration of this contracted effort (i.e., hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication, etc.). Provide a list of the safety, health and environmental services that are not being requested to be provided by MSFC or MAF and will be provided at the worksite by the contractor, when applicable.
4. A description of how the contractor will ensure fall protection is provided to employees when they are on walking/working surfaces with unprotected sides or edges and the potential exists for them to fall to the next lower level. (**NOTE**: In cases where it can be demonstrated that the use of conventional fall protection systems are infeasible or greater hazards can be created by using conventional fall protection system an additional "Site Specific Fall Protection Procedure" is required and shall be submitted for Government approval. See 29 CFR Part 1926.501, 29 CFR Part 1926.502, 29 CFR Part 1910.23, and MWI 8715.4).

d. CPR 4 - Safety, Health and Environmental Training:

1. A description of how the contractor will ensure each contractor employee is informed, trained, and knowledgeable in the following: (1) identify and recognize hazardous conditions in the workplace, (2) recognize signs and symptoms of workplace-related illnesses, and (3) understand the safe work practices and procedures to be used in the workplace. (**NOTE**: Contractors shall maintain a record of this training and provide to the Government, upon request).
2. A description of how the contractor will ensure each contractor employee is informed, trained and fully understands they are empowered and authorized to "stop or halt" any activity when they have reason to suspect the activity is being conducted in an unsafe or unhealthy manner. (**NOTE 1**: When an activity is "stopped or halted" the activity cannot resume until the unsafe condition has been corrected. At MSFC the Industrial Safety Branch shall be notified and at MAF the S&MA representative shall be notified). (**NOTE 2**: Contractors shall maintain a record of this training and provide documentation of this training to the Government, upon request).

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan DRD NO.: 1185SA-001
DATA TYPE: 2 PAGE: 5/5

15. DATA PREPARATION INFORMATION (CONTINUED):

3. A description of how the contractor will ensure the contractor's disciplinary policy/program is equitably enforced and clearly communicated to all employees, so that each employee is trained and fully understands the following: (1) The contractor's disciplinary policy/program, (2) The actions that can be taken by the contractor when an employee is discovered not following safety, health, and environmental policies, procedures and rules, and disciplinary actions are warranted, and (3) How the contractor's disciplinary policy/program is flowed-down to subcontractors or teammates over the duration of this contracted effort, when applicable. (**NOTE**: Contractors shall maintain a record of this training and provide to the Government, upon request
4. A description of how the contractor will ensure that (1) each operation/job is evaluated to identify the specific training required for employees to safely perform the operation/job in support of this contracted effort and (2) employees are provided the specific training prior to performing the operation/job. (**NOTE 1**: At a minimum the training shall include an emphasis of the specific safety and health hazards, emergency operations including shutdown, and safe work practices applicable to the operation/job). (**NOTE 2**: Contractors located at MSFC and MAF, when applicable, are to document this evaluation by using the MSFC SHE Training Assessment tool located on the MSFC Supervisor Safety Web Page (SSWP)). (**NOTE 3**: Contractors shall maintain a record of this training and provide to the Government, upon request).
5. A description of how the contractor will ensure each employee and supervisor receives the SHE-related training shown on the Office of Human Capital, Training and Incentives web page that is identified by MSFC as "mandatory or required" and applicable to contractors. (**NOTE**: Contractor employees are to receive this training within 60 days and supervisors within 90 days of the Authority to Proceed (ATP) or their arrival at the worksite and receive refresher training as required). (**NOTE 2**: Contractors shall maintain a record of this training and provide documentation of this training to the Government, upon request).

e. CPR 5 - Environmental Management System: A description of how the contractor will ensure compliance with environmental laws and regulations CFR Title 40 Parts 1-1068, Alabama Department of Environmental Management (ADEM), Executive Order 13423 and 13514, MPR 8500.1 and MPR 8500.2 by:

1. Implementing and reporting green procurements in accordance with MWI 8540.2.

15.4 FORMAT: The contractor's SHE plan is to be written in a format that follows the order of MSFC SHE CPRs as they are shown in 15.3 or the contractor is to provide a Matrix that clearly links where each MSFC SHE CPR sub-element is adequately addressed in the contractor's SHE Plan. The contractor's SHE plan that is submitted in accordance with this DRD shall be written specifically for the work being performed by the contractor in support of this contracted effort. The contractor SHE plans that are written to serve as a corporate wide safety plan shall be prohibited from being submitted to fulfill the requirement for a MSFC SHE Plan. (NOTE: see 7 and 15.3).

15.5 MAINTENANCE: Changes shall be incorporated by complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 1185 ISSUE: Revision B
2. DRD NO.: 1185SA-002
3. DATA TYPE: 3
4. DATE REVISED: 01-04-13
5. PAGE: 1/3
6. TITLE: On-site Mishap and Safety Statistics Reports

7. DESCRIPTION/USE: To provide initial and follow-up reporting of mishaps, close calls, serious non-occupational injuries or illnesses, and contractor monthly safety metrics to the government for contractors that are physically located at MSFC or MAF.

8. OPR: QD12 9. DM: HS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION:

a. **Safety Statistics** shall be submitted by the 10th day of each month after Authority to Proceed (ATP) or contract award. The safety statistics shall be for the contractor's previous month's work. Contractor located at MSFC shall send the monthly safety statistics to the MSFC Industrial Safety Branch. Contractors located at Michoud Assembly Facility (MAF) shall send the monthly safety statistics to the MSFC Safety and Mission Assurance (S&MA) representative located at MAF, unless directed to send it to the MSFC Industrial Safety Branch.
   1. Safety statistics shall be reported using MSFC Form 4371 or an equivalent electronic notification system that includes all of the information listed in 11.a.2.
   2. Safety statistics reports shall include: contract number, subcontractors, NAISC codes and the following for the reporting period: number of employees, number of supervisors, hours worked, and number of injuries including days away from work and/or first-aide cases, number of incidents involving equipment or property damage, and number of supervisors and employees up-to-date with required MSFC Safety, Health, and Environmental (SHE) Training. (SHE training is only applicable to onsite contracts.)

b. **Initial reporting for Type A, Type B, and Type C that involves a lost time injury or illness, and any High-Visibility Mishap or Close Calls:** The initial reporting shall be to MSFC Industrial Safety Branch as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness. For these types of mishaps and close calls the initial notification can be made by calling the MSFC Safety Hotline (256) 544-0046. At MAF call the MSFC S&MA representative located at MAF at (504) 257-2526. Initial reporting can also be accomplished by one of the following methods:
   1. Direct input through the "SHE Report" located on the Safety, Health & Environmental (SHE) webpage located on "Inside Marshall. "On the SHE webpage select the "Mishaps, Questions and Concerns" pull-down menu, then select "Report Mishaps/Close Calls/Concerns."
   2. Calling the MSFC Safety Hotline (256) 544-0046, At MAF call the MSFC S&MA representative located at MAF at (504) 257-2526.
   3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. Access to the IRIS database can be obtained by contacting the MSFC S&MA IRIS Administrator or the MSFC Mishap Investigation Program Manager after contract award. Both are located in the MSFC Industrial Safety Branch.

c. **Initial reporting for Type C that does not involve a lost time injury or illness, Type D, and Low-Visibility Mishap or Close Calls** shall be reported to the MSFC Industrial Safety Branch as soon as possible after initiating emergency response, but **no later than 4 hours** of occurrence or awareness by one of the methods listed in section b. At MAF call the MSFC S&MA representative located at MAF at (504) 257-2526 or use one of the methods listed in section b.

d. **Initial reports for all mishaps and Close Calls** shall provide as much information as possible, but at a minimum include the following: location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person's name and phone number in accordance with MWI 8621.1 and NPR 8621.1.

DRD Continuation Sheet

TITLE: On-site Mishap and Safety Statistics Reports DRD NO.: 1185SA-002
DATA TYPE: 3 PAGE: 2/3

11. INITIAL SUBMISSION (CONTINUED):
   e. **Initial reporting of a non-work-related fatality or serious injury or illnesses that occur to contractor employee while working on-site shall be within 24 hours** of occurrence or awareness of injury by:
      1. Notifying the Contracting Officer and MSFC Industrial Safety Branch at (256) 544-0046. At MAF notify the MSFC S&MA representative located at MAF at (504) 257-2526.
   f. **Follow-up reporting:**
      1. **All Mishaps (Type A, Type B, Type C, and Type D) and Close Calls**: A follow-up report or update into IRIS **within 24 hours** after the initial notification to the MSFC Industrial Safety Branch or at MAF the MSFC S&MA representative located at MAF by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
      2. **Type A, Type B, and High-Visibility Mishaps and Close Calls with a Mishap Investigation Board Report:** submitted after completion of investigation. Corrective Action Plan submitted within the timeline specified by Investigation Appointing Official upon Endorsing Official approval.
      3. **All Mishaps:** Follow-up Corrective Action Plan/Status 30 days after appointment of the Mishap Investigation Board.
   g. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **on-site** shall be reported per MPR 8715.1 and MWI 8715.13.

12. **SUBMISSION FREQUENCY**: Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10th of each month after Authority to Proceed (ATP) or contract award and submitted monthly thereafter to the MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF, unless directed to send it to the MSFC Industrial Safety Branch. All Mishaps: Monthly Follow-up Corrective Action Plan/Status until corrective actions implemented and closure received by updating the mishap record in IRIS data base (preferred) or electronic submittal to MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF, unless directed to send it to the MSFC Industrial Safety Branch.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: DRD 1185SA-001, *On-site Safety, Health, and Environmental (SHE) Plan.* PWS paragraph 1.4

15. **DATA PREPARATION INFORMATION:**

15.1 SCOPE: For the government to be notified by the contractor of all contractor mishaps, close calls, and serious non-occupational injuries or illnesses as required in NPR 8621.1 and MWI 8621.1.

15.2 APPLICABLE DOCUMENTS:

NPR 8621.1	*NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping*
MPR 8715.1	*Marshall Safety, Health, and Environmental (SHE) Program*
MWI 8621.1	*Mishap and Close Call Reporting and Investigation Program*
MWI 8715.13	*Safety Concerns Reporting System (SCRS)*

15.3 CONTENTS: Initial and follow-up mishap reports shall contain all information required by NPR 8621.1 and MWI 8621.1. Mishap and Safety Statistics Reports shall contain the information listed in 11.a.2 and on the MSFC Form 4371.

15.4 FORMAT: The following formats or electronic equivalent shall be submitted:
   a. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics" or an equivalent electronic notification system that provides all necessary information listed in 11.a.2.
   b. Mishap Investigation Board Report using the format provided in NPR 8621.1.
   c. Additional Information Submittal per MWI 8621.1.

DRD Continuation Sheet

TITLE: On-site Mishap and Safety Statistics Reports DRD NO.: 1185SA-002
DATA TYPE: 3 PAGE: 3/3

15. DATA PREPARATION INFORMATION (CONTINUED):

15.5 MAINTENANCE: None required

15.6 DEFINITIONS: See NPR 8621.1 for NASA Mishap definitions.

Off-site. Work is physically located at a facility or on property that is **not owned or controlled by MSFC.** This is normally considered as a contractor owned facility or property or other NASA Center.

On-site. Work is physically located at MSFC, MAF or on property that is **owned or controlled by MSFC.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000016	06/01/2013		

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

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
PS33/Debbie R. Matthews
Office of Procurement
Phone: 256-544-8945
Email: debbie.r.matthews@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

CODE 3D8B2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM08AA28C

10B. DATED (SEE ITEM 13)
04/23/2008

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	FAR 52.217-8, Option to Extend Services (Nov 1999)
	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.)

1) The purposes of this bilateral modification are to:

a) Extend the period of performance for Contract NNM08AA28C for six months, in order to continue support for NNM08AA28C, Center-wide Administrative Support (CAS) Services Contract. The effective contract period of performance for this effort to include Task Order NNM12AA39T, or any potential Task Orders issued under this contract is from June 1, 2013 to November 30, 2013. The current contract value is thereby increased in the amount of (b)(4) (from (b)(4) .

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)	
(b)(4)		Sherry K Fenn	
(b)(4)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	16C. DATE SIGNED
	31 May 2013	Sherry K. Fenn (Signature of Contracting Officer)	5/31/2013

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

b) Section B. 1, Supplies and/or Services to be Furnished is hereby deleted in its entirety and the revised B.1, shown on the enclosed replacement pages B-1- B-2 are substituted in lieu thereof;

c) Section F.2, Period of Performance is hereby deleted in its entirety and the revised F.2, shown on the enclosed replacement page F-1 is substituted in lieu thereof;

d) Section J, List of Attachments, is hereby deleted in its entirety and the revised J-1, shown on the enclosed replacement page J-1 is substituted in lieu thereof;

e) Section J, Attachment J-4, entitled: "Contractor Fully Burdened Labor Rates Inclusive of Profit," is being revised to coincide with the revisions of Wage Determination 2005-2007 (REV 16), Date of Revision, June 13, 2012 and Wage Determination 2005-2233 (REV 15), Date of Revision, June 13,2012;

f) Attachment J-9-1, Wage Determinations 2005-2233, Revision 13 and 2005-2007, Revision 14 are hereby deleted in its entirety and is replaced with the enclosed Wage Determinations 2005-2007, Revision 16 and 2005-2233, Revision 15, dated June 13, 2013 from June 1, 2013 to November 30, 2013;

g) The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM08AA28C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-1-B-2(Mod 14)	B-1-B-2(Mod 16)
F-1 (Mod 14)	F-1 (Mod 16)
J-1 (Mod 14)	J-1 (Mod 16)
J-1-4 (Mod 14)	J-1-4 (Mod 16)
J-9-1 - J-9-19 (Mod 14)	J-9-1 - J-9-19 (Mod 16)

h) All other terms and conditions remain unchanged.

Continued ...

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM08AA28C/000016	PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

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

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	**Maximum Quantity**	**Total Potential Contract Value**
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,632,502 *has been exercised*
Option 1 (Yr 2)			$5,097,573 *has been exercised*
Option 2 (Yr 3)			$5,721,649 *has been exercised*
Option 3 (Yr 4)			$5,815,422 *has been exercised*
Option 4 (Yr 5)			$6,526,570 *has been exercised*
Six Month Extension			(b)(4)

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

	Travel/Training Costs
Contract Periods	
Base Year (Yr 1)	(b)(4)
Option 1 (Yr 2)	
Option 2 (Yr 3)	
Option 3 (Yr 4)	
Option 4 (Yr 5)	
Six Month Extension	

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled "Contractor Fully Burdened Labor Rate Inclusive of Profit."

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled "Performance Requirements Summary." The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in "a. Quality Performance Deductions" and "b. Program Management Performance Deductions."

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor's performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government's semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009. The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	June 1, 2009 through May 31, 2010 *has been exercised*
Option 2	June 1, 2010 through May 31, 2011 *has been exercised*
Option 3	June 1, 2011 through May 31, 2012 *has been exercised*
Option 4	June 1, 2012 through May 31, 2013 *has been exercised*
Six Month Extension	June 1, 2013 through November 30, 2013

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract on-site at the Marshall Space Flight Center, AL, Michoud Assembly Facility (MAF) and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment No.	Description	Pages
1	Performance Work Statement	J-1-1 – J-1-9
2	Performance Requirements Summary	J-2-1
3	Data Procurement Document	J-3-1 – J-3-28
4	Contractor Fully Burdened Labor Rate Inclusive of Profit	J-4-1
5	Task Order Summary	J-5-1
6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
7	Safety & Health Management Implementation Guide	J-7-1 – J-7-3
8	Installation-Provided Property and Services	J-8-1
9	Wage Determination	J-9-1 – J-9-19
10	Applicable Regulations, Procedures, and Documents	J-10-1 – J-10-3
11	Safety , Health and Environmental Plan	J-11-1 - J-11-19
12	Acronym List	J-12-1 – J-12-3
13	COTR Survey Instrument	J-13-1 – J-13-2
14	IDIQ Task Order Process Flow Chart	J-14-1

Page 8 redacted for the following reason:
- -
(b)(4)

WD 05-2007 (Rev.-16) was first posted on www.wdol.gov on 06/19/2012

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.: 2005-2007 Revision No.: 16 Date Of Revision: 06/13/2012

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.88
01112 - General Clerk II		11.87
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		10.07
01191 - Order Clerk I		12.66
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		14.18
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.70
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83
01410 - Supply Technician		21.27
01420 - Survey Worker		16.81
01531 - Travel Clerk I		11.08
01532 - Travel Clerk II		11.72
01533 - Travel Clerk III		12.50
01611 - Word Processor I		13.12
01612 - Word Processor II		14.73
01613 - Word Processor III		16.48
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	19.25
05010 - Automotive Electrician	18.61
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	17.74
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	15.85
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	16.00
12073 - Licensed Practical Nurse III	17.84
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61

12223 - Nursing Assistant III		11.57
12224 - Nursing Assistant IV		12.99
12235 - Optical Dispenser		15.05
12236 - Optical Technician		12.56
12250 - Pharmacy Technician		13.36
12280 - Phlebotomist		12.99
12305 - Radiologic Technologist		23.95
12311 - Registered Nurse I		22.94
12312 - Registered Nurse II		28.08
12313 - Registered Nurse II, Specialist		28.08
12314 - Registered Nurse III		33.97
12315 - Registered Nurse III, Anesthetist		33.97
12316 - Registered Nurse IV		40.70
12317 - Scheduler (Drug and Alcohol Testing)		19.83
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.09
13012 - Exhibits Specialist II		24.89
13013 - Exhibits Specialist III		30.45
13041 - Illustrator I		20.09
13042 - Illustrator II		24.89
13043 - Illustrator III		30.45
13047 - Librarian		27.56
13050 - Library Aide/Clerk		15.94
13054 - Library Information Technology Systems Administrator		24.89
13058 - Library Technician		16.14
13061 - Media Specialist I		17.96
13062 - Media Specialist II		20.09
13063 - Media Specialist III		22.40
13071 - Photographer I		16.19
13072 - Photographer II		18.70
13073 - Photographer III		22.40
13074 - Photographer IV		27.38
13075 - Photographer V		33.23
13110 - Video Teleconference Technician		17.96
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.55
14042 - Computer Operator II		19.13
14043 - Computer Operator III		20.49
14044 - Computer Operator IV		26.16
14045 - Computer Operator V		27.62
14071 - Computer Programmer I		25.00
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		15.55
14160 - Personal Computer Support Technician		26.16
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.35
15020 - Aircrew Training Devices Instructor (Rated)		35.52
15030 - Air Crew Training Devices Instructor (Pilot)		36.76
15050 - Computer Based Training Specialist / Instructor		30.38
15060 - Educational Technologist		30.52
15070 - Flight Instructor (Pilot)		36.76
15080 - Graphic Artist		22.01
15090 - Technical Instructor		18.91
15095 - Technical Instructor/Course Developer		23.11
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		

16010 - Assembler	8.30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.03
16220 - Tailor	11.64
16250 - Washer, Machine	9.00
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.44
19040 - Tool And Die Maker	29.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.48
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	12.06
21150 - Stock Clerk	16.35
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	19.44
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87

23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19.29
23810 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	10.19
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	19.88
25070 - Stationary Engineer	20.75
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	19.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.83
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.64
27132 - Police Officer II	20.71
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.11
28042 - Carnival Equipment Repairer	10.62
28043 - Carnival Equpment Worker	8.38
28210 - Gate Attendant/Gate Tender	14.06
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.73
28510 - Recreation Aide/Health Facility Attendant	11.48
28515 - Recreation Specialist	17.94
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	15.65

29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		17.70
29020 - Hatch Tender		17.70
29030 - Line Handler		17.70
29041 - Stevedore I		16.90
29042 - Stevedore II		18.56
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		18.60
30022 - Archeological Technician II		20.81
30023 - Archeological Technician III		25.48
30030 - Cartographic Technician		25.48
30040 - Civil Engineering Technician		22.83
30061 - Drafter/CAD Operator I		18.60
30062 - Drafter/CAD Operator II		20.81
30063 - Drafter/CAD Operator III		23.21
30064 - Drafter/CAD Operator IV		28.55
30081 - Engineering Technician I		15.98
30082 - Engineering Technician II		18.00
30083 - Engineering Technician III		21.00
30084 - Engineering Technician IV		28.62
30085 - Engineering Technician V		33.81
30086 - Engineering Technician VI		40.89
30090 - Environmental Technician		25.48
30210 - Laboratory Technician		18.92
30240 - Mathematical Technician		25.48
30361 - Paralegal/Legal Assistant I		18.54
30362 - Paralegal/Legal Assistant II		22.98
30363 - Paralegal/Legal Assistant III		28.11
30364 - Paralegal/Legal Assistant IV		34.01
30390 - Photo-Optics Technician		25.48
30461 - Technical Writer I		21.30
30462 - Technical Writer II		26.06
30463 - Technical Writer III		31.52
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	23.21
30621 - Weather Observer, Senior	(see 3)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10.71
31030 - Bus Driver		13.94
31043 - Driver Courier		14.96
31260 - Parking and Lot Attendant		10.11
31290 - Shuttle Bus Driver		16.25
31310 - Taxi Driver		10.90
31361 - Truckdriver, Light		16.25
31362 - Truckdriver, Medium		16.82
31363 - Truckdriver, Heavy		17.62
31364 - Truckdriver, Tractor-Trailer		17.62
99000 - Miscellaneous Occupations		
99030 - Cashier		9.30
99050 - Desk Clerk		8.43
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		8.61
99252 - Laboratory Animal Caretaker II		13.46
99310 - Mortician		22.65
99410 - Pest Controller		12.76

99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.30
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.75
99831 - Surveying Aide	10.94
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	13.90
99841 - Vending Machine Repairer	15.93
99842 - Vending Machine Repairer Helper	13.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 ordance, 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 ordance, (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 ordance, 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 ordance, 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.

WD 05-2233 (Rev.-15) was first posted on www.wdol.gov on 06/19/2012

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
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2233
Revision No.: 15
Date Of Revision: 06/13/2012

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.15
01012 - Accounting Clerk II		15.88
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		23.95
01040 - Court Reporter		19.08
01051 - Data Entry Operator I		11.04
01052 - Data Entry Operator II		12.64
01060 - Dispatcher, Motor Vehicle		18.12
01070 - Document Preparation Clerk		13.09
01090 - Duplicating Machine Operator		13.09
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		14.07
01120 - Housing Referral Assistant		21.88
01141 - Messenger Courier		12.11
01191 - Order Clerk I		11.04
01192 - Order Clerk II		12.99
01261 - Personnel Assistant (Employment) I		14.11
01262 - Personnel Assistant (Employment) II		18.12
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		20.40
01280 - Receptionist		10.88
01290 - Rental Clerk		14.11
01300 - Scheduler, Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.49
01313 - Secretary III		21.88
01320 - Service Order Dispatcher		16.02
01410 - Supply Technician		23.95
01420 - Survey Worker		15.82
01531 - Travel Clerk I		12.61
01532 - Travel Clerk II		13.44
01533 - Travel Clerk III		14.18
01611 - Word Processor I		13.92
01612 - Word Processor II		15.62
01613 - Word Processor III		17.47
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	19.97
05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter, Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	9.98
07042 - Cook II	11.75
07070 - Dishwasher	7.60
07130 - Food Service Worker	7.99
07210 - Meat Cutter	11.54
07260 - Waiter/Waitress	8.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.29
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	16.29
09090 - Furniture Refinisher Helper	12.05
09110 - Furniture Repairer, Minor	14.18
09130 - Upholsterer	16.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.05
11060 - Elevator Operator	9.53
11090 - Gardener	12.27
11122 - Housekeeping Aide	9.63
11150 - Janitor	9.53
11210 - Laborer, Grounds Maintenance	10.59
11240 - Maid or Houseman	9.14
11260 - Pruner	9.35
11270 - Tractor Operator	11.81
11330 - Trail Maintenance Worker	10.59
11360 - Window Cleaner	10.85
12000 - Health Occupations	
12010 - Ambulance Driver	15.93
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	22.37
12015 - Certified Physical Therapist Assistant	22.37
12020 - Dental Assistant	13.94
12025 - Dental Hygienist	29.85
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	15.38
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.79
12100 - Medical Assistant	12.13
12130 - Medical Laboratory Technician	17.46
12160 - Medical Record Clerk	14.61
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	14.62
12210 - Nuclear Medicine Technologist	31.65
12221 - Nursing Assistant I	10.67
12222 - Nursing Assistant II	12.00

12223 - Nursing Assistant III		13.09
12224 - Nursing Assistant IV		14.69
12235 - Optical Dispenser		15.67
12236 - Optical Technician		12.46
12250 - Pharmacy Technician		15.02
12280 - Phlebotomist		14.69
12305 - Radiologic Technologist		23.50
12311 - Registered Nurse I		26.17
12312 - Registered Nurse II		33.59
12313 - Registered Nurse II, Specialist		33.59
12314 - Registered Nurse III		40.65
12315 - Registered Nurse III, Anesthetist		40.65
12316 - Registered Nurse IV		48.72
12317 - Scheduler (Drug and Alcohol Testing)		19.86
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		18.40
13012 - Exhibits Specialist II		22.61
13013 - Exhibits Specialist III		27.58
13041 - Illustrator I		18.40
13042 - Illustrator II		22.61
13043 - Illustrator III		27.58
13047 - Librarian		24.17
13050 - Library Aide/Clerk		13.00
13054 - Library Information Technology Systems Administrator		21.83
13058 - Library Technician		14.21
13061 - Media Specialist I		15.75
13062 - Media Specialist II		17.62
13063 - Media Specialist III		19.65
13071 - Photographer I		14.95
13072 - Photographer II		17.10
13073 - Photographer III		21.18
13074 - Photographer IV		25.92
13075 - Photographer V		31.36
13110 - Video Teleconference Technician		19.17
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.55
14042 - Computer Operator II		17.39
14043 - Computer Operator III		19.40
14044 - Computer Operator IV		21.56
14045 - Computer Operator V		23.86
14071 - Computer Programmer I	(see 1)	21.79
14072 - Computer Programmer II	(see 1)	25.53
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		15.55
14160 - Personal Computer Support Technician		21.56
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.11
15020 - Aircrew Training Devices Instructor (Rated)		35.65
15030 - Air Crew Training Devices Instructor (Pilot)		40.77
15050 - Computer Based Training Specialist / Instructor		28.12
15060 - Educational Technologist		23.29
15070 - Flight Instructor (Pilot)		40.77
15080 - Graphic Artist		21.54
15090 - Technical Instructor		19.91
15095 - Technical Instructor/Course Developer		24.35
15110 - Test Proctor		16.06
15120 - Tutor		16.06
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		

16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	11.80
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	12.59
16220 - Tailor	13.38
16250 - Washer, Machine	10.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.00
19040 - Tool And Die Maker	24.08
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.43
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	14.29
21071 - Order Filler	10.73
21080 - Production Line Worker (Food Processing)	14.43
21110 - Shipping Packer	13.65
21130 - Shipping/Receiving Clerk	13.65
21140 - Store Worker I	8.95
21150 - Stock Clerk	13.25
21210 - Tools And Parts Attendant	14.43
21410 - Warehouse Specialist	14.43
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.24
23021 - Aircraft Mechanic I	22.76
23022 - Aircraft Mechanic II	24.24
23023 - Aircraft Mechanic III	25.73
23040 - Aircraft Mechanic Helper	15.92
23050 - Aircraft, Painter	17.67
23060 - Aircraft Servicer	18.73
23080 - Aircraft Worker	20.14
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	23.23
23130 - Carpenter, Maintenance	18.92
23140 - Carpet Layer	16.47
23160 - Electrician, Maintenance	21.71
23181 - Electronics Technician Maintenance I	23.31
23182 - Electronics Technician Maintenance II	25.07
23183 - Electronics Technician Maintenance III	26.85
23260 - Fabric Worker	15.22
23290 - Fire Alarm System Mechanic	18.17
23310 - Fire Extinguisher Repairer	14.85
23311 - Fuel Distribution System Mechanic	21.87
23312 - Fuel Distribution System Operator	16.13
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.76
23381 - Ground Support Equipment Servicer	18.73
23382 - Ground Support Equipment Worker	20.14
23391 - Gunsmith I	14.85
23392 - Gunsmith II	17.48
23393 - Gunsmith III	20.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.14
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.45
23430 - Heavy Equipment Mechanic	18.40
23440 - Heavy Equipment Operator	18.24

23460 - Instrument Mechanic	22.06
23465 - Laboratory/Shelter Mechanic	18.80
23470 - Laborer	10.79
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	21.02
23550 - Machinist, Maintenance	20.88
23580 - Maintenance Trades Helper	13.26
23591 - Metrology Technician I	22.06
23592 - Metrology Technician II	23.50
23593 - Metrology Technician III	24.94
23640 - Millwright	23.61
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	18.14
23790 - Pipefitter, Maintenance	20.38
23810 - Plumber, Maintenance	19.28
23820 - Pneudraulic Systems Mechanic	20.14
23850 - Rigger	18.57
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.57
23910 - Small Engine Mechanic	16.73
23931 - Telecommunications Mechanic I	21.10
23932 - Telecommunications Mechanic II	22.47
23950 - Telephone Lineman	21.06
23960 - Welder, Combination, Maintenance	19.18
23965 - Well Driller	20.14
23970 - Woodcraft Worker	20.14
23980 - Woodworker	15.39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	8.02
24620 - Family Readiness And Support Services Coordinator	13.04
24630 - Homemaker	14.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.73
25040 - Sewage Plant Operator	16.43
25070 - Stationary Engineer	18.73
25190 - Ventilation Equipment Tender	13.02
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.58
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	14.48
27010 - Court Security Officer	14.99
27030 - Detection Dog Handler	13.71
27040 - Detention Officer	13.16
27070 - Firefighter	14.08
27101 - Guard I	10.51
27102 - Guard II	13.71
27131 - Police Officer I	18.29
27132 - Police Officer II	20.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.31
28042 - Carnival Equipment Repairer	12.31
28043 - Carnival Equpment Worker	8.32
28210 - Gate Attendant/Gate Tender	13.10
28310 - Lifeguard	12.10
28350 - Park Attendant (Aide)	14.66
28510 - Recreation Aide/Health Facility Attendant	10.70
28515 - Recreation Specialist	14.76
28630 - Sports Official	11.68
28690 - Swimming Pool Operator	15.41

29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		18.16
29020 - Hatch Tender		18.68
29030 - Line Handler		18.68
29041 - Stevedore I		16.80
29042 - Stevedore II		19.53
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.95
30022 - Archeological Technician II		20.02
30023 - Archeological Technician III		27.09
30030 - Cartographic Technician		27.22
30040 - Civil Engineering Technician		24.02
30061 - Drafter/CAD Operator I		19.63
30062 - Drafter/CAD Operator II		21.96
30063 - Drafter/CAD Operator III		24.49
30064 - Drafter/CAD Operator IV		30.13
30081 - Engineering Technician I		16.09
30082 - Engineering Technician II		18.05
30083 - Engineering Technician III		20.19
30084 - Engineering Technician IV		25.02
30085 - Engineering Technician V		30.61
30086 - Engineering Technician VI		37.03
30090 - Environmental Technician		22.92
30210 - Laboratory Technician		23.99
30240 - Mathematical Technician		27.22
30361 - Paralegal/Legal Assistant I		20.64
30362 - Paralegal/Legal Assistant II		26.00
30363 - Paralegal/Legal Assistant III		31.81
30364 - Paralegal/Legal Assistant IV		38.48
30390 - Photo-Optics Technician		27.22
30461 - Technical Writer I		22.62
30462 - Technical Writer II		27.67
30463 - Technical Writer III		35.20
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.71
30621 - Weather Observer, Senior	(see 2)	26.36
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.90
31030 - Bus Driver		14.93
31043 - Driver Courier		13.44
31260 - Parking and Lot Attendant		8.01
31290 - Shuttle Bus Driver		14.76
31310 - Taxi Driver		10.84
31361 - Truckdriver, Light		14.76
31362 - Truckdriver, Medium		16.07
31363 - Truckdriver, Heavy		17.37
31364 - Truckdriver, Tractor-Trailer		17.37
99000 - Miscellaneous Occupations		
99030 - Cashier		8.53
99050 - Desk Clerk		10.59
99095 - Embalmer		19.51
99251 - Laboratory Animal Caretaker I		10.19
99252 - Laboratory Animal Caretaker II		11.20
99310 - Mortician		27.18
99410 - Pest Controller		14.18

99510 - Photofinishing Worker	12.47
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	17.79
99730 - Refuse Collector	12.61
99810 - Sales Clerk	11.60
99820 - School Crossing Guard	9.76
99830 - Survey Party Chief	22.37
99831 - Surveying Aide	16.53
99832 - Surveying Technician	20.33
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	16.52
99842 - Vending Machine Repairer Helper	12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 ordance, 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 ordance, (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 ordance, 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 ordance, 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 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000017	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Marshall Space Flight Center PS33/LaChandra Lawhorn Office of Procurement Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center PS33/LaChandra P. Lawhorn Office of Procurement Phone: 256-544-6710 Email: lachandra.p.lawhorn@nasa.gov	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(x)	
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C
		10B. DATED (SEE ITEM 13) 04/23/2008
CODE 3D8B2	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	FAR 52.243-1 Changes (Firm-Fixed Price) and 43.103 (a) Mutual Agreement of Both
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not [X] 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 provide for:

1. Extension of the period of performance for Contract NNM08AA28C for 6 months. The period of performance for this effort under IDIQ Task Order NNM14AA01T is December 1, 2013 through May 31, 2014.

2. Six one month options to potentially extend the period of performance through November 30, 2014.

3. The current contract value is thereby increased in the amount of (b)(4) from (b)(4).

Continued ...

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)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
(b)(4)	27 Nov 2013	Ketela K Helton 16B. UNITED STATES OF AMERICA Ketela K. Helton (Signature of Contracting Officer)	12-01-13

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4. Delete Alabama Wage and Determination No.:2005-2007 Revision No.:16 Date of Revision:June 13, 2012 in its entirety and Incorporate Wage and Determination No.:2005-2007 Revision No.:17 Date of Revision:June 19, 2013 5. Delete Louisana Wage and Determination No.: 2005-2233 Revision No.:15 Date of Revision:June 13, 2012 in its entirety and Incorporate Wage and Determination No.:2005-2233 Revision No.:16 Date of Revision:June 19, 2013 6. Update MSFC Clause 52.204-90 Contractor Employee Badging and Employment Termination Clearance Clause (SEP 2013) 7. Update Personal Identity Verification of Contractor Personnel clause (FAR 52.204-9)(JAN 2011) 8. Delete Performance Work Statement (PWS) in its entirety for Basic Contract NNM08AA28C, Deltha-Critique Joint Venture (DCJV)and replace to reflect DPD deletion 9. Update Data Procurement Document(s) Data Requirement Description (DPD) 1185 with Revision(C) for Basic Contract NNM08AA28C Center-Wide Administrative Support Services 10. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indication change: B.1 Supplies and/or services to be furnished F.2 Period of Performance G.6 MSFC 52.204-90 Contractor Employee Badging and Employment Termination Clearance (SEP 2013) G.7 Personal Identity Verification of Contractor Personnel (FAR25.204-9)(JAN 2011) Attachment J-1 PWS Attachment J-3 DPD Wage and Determination 2005-2007 Wage and Determination 2005-2233 11. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for the Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposal, and for such additional obligations as may be required by this modification. Contract Change Identification: Modification 17 Contractor Proposal: NNM08AA28C Proposal Dated: November 13, 2013 12. Except as provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect. LIST OF CHANGES: Reason for Modification: Supplemental Agreement for work within scope Payment Terms: Net 30 days				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,632,502
Option 1 (Yr 2)			$5,097,573
Option 2 (Yr 3)			$5,721,649
Option 3 (Yr 4)			$5,815,422
Option 4 (Yr 5)			$6,526,570
Six Month Extension			(b)(4)
Six Month Extension			
Option 6			
Option 7			
Option 8			
Option 9			
Option 10			
Option 11			

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

	Travel/Training Costs
Contract Periods	
Base Year (Yr 1)	(b)(4)
Option 1 (Yr 2)	
Option 2 (Yr 3)	
Option 3 (Yr 4)	
Option 4 (Yr 5)	
Six Month Extension	
Six Month Extension	
Option 6	
Option 7	
Option 8	
Option 9	
Option 10	
Option 11	

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled "Contractor Fully Burdened Labor Rate Inclusive of Profit."

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled "Performance Requirements Summary." The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in "a. Quality Performance Deductions" and "b. Program Management Performance Deductions."

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor's performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government's semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract shall be June 1, 2008, through May 31, 2009. The phase-in purchase order period shall be May 14, 2008 through May 31, 2008.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	June 1, 2009 through May 31, 2010
Option 2	June 1, 2010 through May 31, 2011
Option 3	June 1, 2011 through May 31, 2012
Option 4	June 1, 2012 through May 31, 2013
Six Month Extension	June 1, 2013 through November 30, 2013
Six Month Extension	December 1, 2013 through May 31, 2014
Option 6	June 1, 2014 through June 30, 2014
Option 7	July 1, 2014 through July 31, 2014
Option 8	August 1, 2014 through August 31, 2014
Option 9	September 1, 2014 through September 30, 2014
Option 10	October 1, 2014 through October 31, 2014
Option 11	November 1, 2014 through November 30, 2014

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract on-site at the Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation facility services

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of Clause)

G.6 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (SEP 2013)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF). Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Representative (COR) or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal or MAF. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone or MAF access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting MSFC or MAF access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC or MAF and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 180-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed COR or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require access to the Center process out using the electronic MSFC Integrated Service Management (MISM) system and turn in their badge to the MSFC or MAF Protective Services Badging Office. An electronic PIV Employee Termination Request must also be submitted.

(e) Questions on how to access the PIV and MISM systems shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

G.7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor

shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

[END OF SECTION]

ATTACHMENT J-1
CENTER-WIDE ADMINISTRATIVE SUPPORT (CAS) SERVICES PERFORMANCE WORK STATEMENT (PWS)

Introduction

This Performance Work Statement (PWS) describes the Center-wide Administrative Support (CAS) services to be provided at the George C. Marshall Space Flight Center (MSFC) and other Government-provided facilities specified elsewhere in the contract. The Contractor shall provide all personnel, except as stated otherwise, required to deliver the services described herein.

Objective

The objective of this contract is to provide professional administrative support services to MSFC as described in the Work Breakdown Structure (WBS) tree, below. These WBS reference numbers shall be specified in task orders issued in accordance with the Task Order Procedures clause of the basic contract (Clause H.4).

1.0 Program Management

- 1.1 Contractor Quality Control
- 1.2 Management and Administration
- 1.3 Resources Management
- 1.4 Safety, Health, and Environmental
- 1.5 Security Requirements
- 1.6 Government Property Management

2.0 Core Administrative Services

- 2.1 Secretary I
- 2.2 Secretary II
- 2.3 Secretary III
- 2.4 Data Entry Operator II
- 2.5 Personnel Assistant II
- 2.6 Personnel Assistant III

3.0 Intermittent Support Services

- 3.1 Court Reporter
- 3.2 Paralegal/Legal Assistant I
- 3.3 Paralegal/Legal Assistant II
- 3.4 Paralegal/Legal Assistant III
- 3.5 Paralegal/Legal Assistant IV

1.0 Program Management – The Contractor shall provide all necessary program management and key personnel required for effective direction, performance, and control of this effort. This includes providing the management for planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all tasks described in this Performance Work Statement.

1.1 Contractor Quality Control

The Contractor shall ensure quality of the work associated with the performance of this contract. The Contractor shall evaluate the entire scope of operations, assign a level of importance, and implement an effective quality control program.

1.2 Management and Administration

The Contractor shall report and document this work and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1185 (Attachment J-3). The Contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.

The Contractor shall provide program management and on-site supervision of services performed to satisfy the requirements of this contract. Program management functions shall include, but are not limited to, handling all employment matters relating to Contractor employees and ensuring that the Contractor employee relationship with NASA Government Employees is not characterized as an employer-employee relationship, and that all delivered services meet the performance standards identified in the contract and task order. The first task order issued against each base and option year period under the contract will encompass all associated Program Management hours for that period of performance. A work progress system shall be established and maintained by the Contractor in such depth and sufficient detail to provide status of tasks. The Contractor shall prepare and deliver a monthly technical progress report in accordance with DRD 1185MA-002. The Contractor shall prepare and deliver a Management Plan in accordance with DRD 1185MA-001.

1.3 Resources Management

The Contractor shall manage the labor, material, and other resources necessary to perform the work required by this contract. Because of the nature of NASA work and organizational structure, the Contractor shall maintain working shifts to support programs and/or organizations as required. Additionally, the Contractor shall provide continuity of administrative support service when there is an absence of its employees for any reason. The Contractor shall determine the workload of Contractor employees based on needs of the requiring organization.

1.4 Safety, Health, and Environmental

The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevents employee fatalities, (2) reduces the number of incidents, (3) reduces the severity of employee injuries and illnesses, and (4) protects the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1185SA-001. The SHE Plan shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort:

a. Management leadership and employee involvement.
b. System and worksite analysis.
c. Hazard prevention and control.
d. Safety, health and environmental training.

The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Office in accordance with DRD 1185SA-002. The Contractor shall submit direct to the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1185SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

1.5 Security Requirements

Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to entities not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.

All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the COTR.

No Contractor employee will be admitted to the worksite unless they furnish satisfactory proof of U.S. citizenship or, if an alien, proof that their residence within the United States is legal.

For Contractor personnel working in sensitive positions, with access to Government Employee Information, i.e., Personnel and/or Payroll Files, favorable personal background checks are required in compliance with DRD 1185MA-005; and Organizational Conflict of Interest (OCI) Avoidance Plan in accordance with DRD 1185MA-006 (see Clause H.3).

1.6 Government Property Management

The Contractor shall establish, implement, and maintain an inventory control system to track and control all Government furnished, contractor operated property. The Contractor shall comply with the Government property clauses specified elsewhere in the contract. The Contractor shall prepare and maintain a report identifying and listing all equipment, tools, etc., provided by the Government for use by the Contractor in the performance of contracted effort, and for which the Contractor has been given physical custody. This report shall be prepared and maintained in accordance with DRD 1185LS-001.

2.0 Core Administrative Services

The Contractor shall provide administrative support services, to include backup and temporary support, center-wide in the areas of clerical, desktop processing, and records maintenance. Positions stated below shall be proficient in desktop processing to support data processing such as, but not limited to, data entry and retrieval, word processing, presentation graphics, spreadsheets, viewgraphs, and reports. The Contractor shall maintain and provide these services utilizing MSFC Windows based applications such as, but not limited to, Microsoft Excel, Microsoft Word, Microsoft Power Point and other desktop processing software as required. Data may be received in any of the following forms – raw data, handwritten, typed, clip art, clipped publication, paper, and/or electronic.

In addition, the Contractor shall, in accordance with Office of Personnel Management, Code of Federal Regulations, Title 5 U.S. Code, Part 293, NASA NPR 1441.1 Records Retention Schedule, Privacy Act, and/or other regulatory requirements, establish, review, and maintain office files/records on civil service personnel, action documents, employment verifications, correspondence, and provide copies upon request. In those instances where no system exists, the Contractor shall determine and implement record/file systems most conducive for prompt retrieval, considering type of materials, flow/processes; and extent of use.

The Contractor shall provide back-up office support on an as needed basis, which includes out-of-office support in the short-term absence of civil servant and CAS Contractor clerical personnel. This support is intended to provide coverage for unforeseen daily absences of administrative support personnel (i.e. short-term sick leave, emergency family leave, jury duty, etc.). Coordination of this support will be done through the Program Manager and COTR.

The Contractor shall provide pre-approved temporary support on an as needed basis, not to exceed 120 work days with a provision to extend support for an additional 120 work days to cover Contractor positions that experience scheduled leave of absences (i.e., maternity leave, medical leave, family leave, etc.). The Contractor shall work independently, receiving a minimum of detailed instruction and guidance. The Contractor shall perform varied clerical and administrative duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

2.1 Secretary I

The Contractor shall provide support to second line supervisors, managers, and branch offices. Duties include: telephone communications, recording time and attendance, receive visitors, maintain calendars, arrange for meetings and conference rooms, review documents for accuracy, maintain and order supply inventory, process shipping request, disseminate mail, assist with safety program (including Supervisors Safety Web Page entry), arrange and process travel, create/maintain office files, follow through with specific assignments, and follow all applicable NASA/MSFC standard operating procedures.

2.2 Secretary II

The Contractor shall provide support to first line supervisors, division, and lab offices. At this level the Contractor handles differing situation, problems, and deviations in office work and is given general instructions, priorities, duties, and policies. Duties include: Secretary I level; screening telephone calls, visitors, and incoming correspondence; determine which requests should be handled by the appropriate staff; prepare routine correspondence; prioritize meetings for calendars; review outgoing material for consistency with established processes and procedures; collect/compile information; and explain supervisor requirements concerning office procedures to staff.

2.3 Secretary III

The Contractor shall provide support to the Center level offices. At this level the Contractor uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets, and adapts guidelines. Duties include: Secretary I and II levels; anticipate and prepare materials needed for conferences, correspondence, appointments, meetings; telephone calls; read publications, regulations, and directives and take action; reply to special inquires; prepare special one-time reports; and relay new procedures to staff.

2.4 Data Entry Operator II

The Contractor shall provide data entry support to process NASA resumes into an automated system, NASA STARS. The Contractor shall process "quick apply" forms as applicants apply for consideration for NASA vacancies. The Contractor shall maintain electronic and manual files. Duties shall include: data entry, telephone messaging, reports distribution, general administrative and automated support.

2.5 Personnel Assistant II

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, general database software applications, workforce tracking support, processing Standard Form 52 personnel actions, personnel records, and recruiting support. In order to effectively support this WBS, use/knowledge of Windows based computer applications such as, but not limited to, Microsoft Word, Microsoft Excel, Microsoft Project, and Microsoft PowerPoint is required. The

Contractor shall input data into the training system, SATERN and the Federal Personnel and Payroll System (FPPS). Instruction and pre-established guidelines to perform the SATERN and the FPPS functions are available to the Contractor.

2.6 Personnel Assistant III

The Contractor shall provide personnel assistant support in the automated processing of human resources transactions. Work may include, but not be limited to, Personnel Assistant II level, requires a good working knowledge of personnel procedures, guides, and precedents, and requires advanced experience and knowledge of software packages. This assistant may perform some clerical work.

3.0 Intermittent Support Services

The services delineated below will be short-term in nature and will be required on an intermittent basis to support MSFC Office of Chief Counsel.

3.1 Court Reporter

The Contractor shall provide support to record examination, testimony, judicial opinions, or other proceedings for a court of law by machine shorthand. The Contractor shall read portions of transcript during depositions on request and ask speakers to clarify inaudible statements. The Contractor shall transcribe recorded material, using office automation.

3.2 Paralegal/Legal Assistant I

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Legal Assistant shall perform a variety of legal duties in an office providing legal assistance to attorneys or litigation teams. The Paralegal Assistant analyzes the legal impact of legislative developments and administrative and judicial decisions, opinions, determinations, and rulings, conducts research for the preparation of legal opinions on matters of interest; performs substantive legal analysis of requests for information under the provisions of various acts; or other similar legal support functions which require discretion and independent judgment in the application of specialized knowledge of laws, precedent decisions, regulations, agency policies, and judicial or administrative proceedings. Such knowledge is less than that represented by graduation from a recognized law school and may have been gained from formalized, professionally instructed agency, educational institution training, or from professionally supervised on-the-job training. While the paramount knowledge requirements of this occupational class are legal, some positions may also require a practical knowledge of subject matter areas related to the agency's programs.

The Paralegal/Legal Assistant I shall work under close supervision with required assistance readily available. Contractor support shall perform the following:

a. Consult prescribed sources of information for facts relating to matters of interest to the program;

b. Review documents to extract selected data and information relating to specific items;

c. Review and summarize information in prescribed format on case precedent and decisions;

d. Search and extract legal references in libraries and computer-data banks:

3.3 Paralegal/Legal Assistant II

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/ Assistant II level includes Paralegal/Legal Assistant I duties and the following additional tasks:

a. Review case materials to become familiar with questions under consideration;

b. Searches for and summarizes relevant articles in trade magazines, law reviews, published studies, financial reports, and similar materials for attorneys use in the preparation of opinions, briefs, and other legal documents;

c. Prepares digests of selected decisions or opinions which incorporate legal references and analyses of precedents involved in areas of well-defined and settled points of law;

d. Interviews potential witnesses and prepares summary interview reports for the attorney's review;

e. Participates in pre-trial witness conferences, notes possible deficiencies in case materials (e.g., missing documents, conflicting statements) and additional issues or other questionable matters, and requests further investigation by other agency personnel to correct possible deficiencies or personally conducts limited investigations at the pre-trial stage;

f. Prepares and organizes trial exhibits as required, such as statistical charts and photographic exhibits;

g. Verifies citations and legal references on prepared legal documents;

h. Prepares summaries of testimony and depositions;

i. Drafts and edits non-legal memoranda, research reports and correspondence relating to cases.

3.4 Paralegal/Legal Assistant III

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/ Assistant III level includes Paralegal/Legal Assistant II duties and, participates in the substantive development of cases and the following additional tasks:

a. Analyzes and evaluates case files against litigation worthiness standards;

b. Notes and corrects case file deficiencies (e.g., missing documents, inconsistent material, leads not investigated) before sending the case on to the concerned trial attorney;

c. Reviews and analyzes available precedents relevant to cases under consideration for use in preparing case summaries to trial attorneys;

d. Gathers, sorts, classifies, and interprets data to discover patterns of possible discriminatory activity;

e. Interviews relevant personnel and potential witness to gather information;

f. Reviews and analyzes relevant statistics;

g. Performs statistical evaluations such as standard deviations, analyses of variance, means, modes, and ranges as supporting data for cases litigation;

h. Consults with statistical experts on reliability evaluations;

i. May be required to testify in court concerning relevant data.

3.5 Paralegal/Legal Assistant IV

The Contractor shall provide support to the Office of Chief Counsel. The Paralegal/Assistant IV level includes Paralegal/Legal Assistant III duties, assists in the evaluation, development, and litigation of cases, and performs the following duties:

a. Examines and evaluates information in case files, for case litigation worthiness and appropriate titles of law;

b. Determines the need for additional information, independent surveys, evidence, and witnesses, and plans a comprehensive approach to obtain this information;
c. Through on-site visits, interviews and review of records on operations, looks for and evaluates the relevance and worth of evidence;

d. Selects, summarizes, and compiles comparative data to examine and evaluate respondent's deficiencies in order to provide evidence of illegal practices or patterns;

e. Reviews economic trends and forecasts at the national and regional level to evaluate the impact of successful prosecution and potential remedial provisions of ongoing investigations and litigation;

f. Identifies types of record keeping systems and types of records maintained which would be relevant. Gathers, sorts, and interprets data from various record systems including computer information systems;

g. Interviews potential witnesses for information and prepares witnesses for court appearances;

h. Develops statistics and tabulations, such as standard deviations, regression analyses, and weighting, to provide leads and supportive data case litigation. Prepares charts, graphs, and tables to illustrate results;

i. Analyzes data, develops recommendations and justifications for the attorney(s) who will take the matter to court. Continues to work with the attorney(s) during the progress of the case, obtaining and developing further evidence and exhibits, providing administrative assistance, and maintaining custody of exhibits, documents, and files;

j. May appear in court as a witness to testify concerning exhibits prepared supporting plaintiff's case.

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)*
000018	12/06/2013		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center PS33/LaChandra Lawhorn Office of Procurement Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center PS33/LaChandra P. Lawhorn Office of Procurement Phone: 256-544-6710 Email: lachandra.p.lawhorn@nasa.gov	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

DELTHA-CRITIQUE JOINT VENTURE
3520 GENERAL DEGAULLE DR STE 506
NEW ORLEANS LA 70114-4027

CODE 3D8B2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C

10B. DATED *(SEE ITEM 13)* 04/23/2008

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 _____ 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. Provide for update of contract value in the MSFC Contract Management System.

2. Change the period of performance date from May 31, 2014 to November 30, 2014.

3. Change the COR Organization Code from PS33 to HS01.

4. Change the COR to Cathy Fletcher.

5. This modification provides no other contract changes.

Continued ...

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)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Sherry K Fenn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Sherry K Fenn *(Signature of Contracting Officer)*	12-6-2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM08AA28C/000018	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4) Payment Terms: Net 30 days FOB: Destination				
006	Base Option 5 December 1, 2013 through May 31, 2014				
007	Option 6 June 1, 2014 through June 30, 2014 Amount: (b)(4) (Option Line Item)				
008	Option 7 July 1, 2014 through July 31, 2014 Amount: (b)(4) (Option Line Item)				
009	Option 8 August 1, 2014 through August 31, 2014 Amount: (b)(4) (Option Line Item)				
010	Option 9 September 1, 2014 through September 30, 2014 Amount: (b)(4) (Option Line Item)				
011	Option 10 October 1, 2014 through October 31, 2014 Amount: (b)(4) (Option Line Item)				
012	Option 11 November 1, 2014 through November 30, 2014 Amount: (b)(4) (Option Line Item)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000019	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Marshall Space Flight Center PS33/LaChandra Lawhorn Office of Procurement Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center PS33/LaChandra P. Lawhorn Office of Procurement Phone: 256-544-6710 Email: lachandra.p.lawhorn@nasa.gov	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
DELTHA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027	(x)	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C
		10B. DATED (SEE ITEM 13) 04/23/2008
CODE 3D8B2	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) FAR 52.243-1 Changes (Firm-Fixed Price) and 43.103 (a) Mutual Agreement of Both

E. IMPORTANT: Contractor [ ] is not. [X] 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. Increase the contract value for Task Order NNM08AB07T in the amount of $1,000 for travel; therefore, the task order value will increase in the amount of $ 1,000 from $4,632,502 to $4,633,502 for the period of June 1, 2008 through May 31, 2009.

2. Increase the contract value for Task Order NNM09AB01T in the amount of $20,000 for travel; therefore, the task order value will increase in the amount of $20,000 from $5,097,573 to $5,117,573 for the period of June 1, 2009 through May 31, 2010.

3. Increase the contract value for Task Order NNM10AA66T in the amount of $18,000 for

Continued ...

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b)(4)	Bobby J Holden	
(b)(4)	15C. DATE SIGNED: 2/24/14	16B. UNITED STATES OF AMERICA: Bobby J Holden (Signature of Contracting Officer) — 16C. DATE SIGNED: 2/25/14

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	travel; therefore, the task order value will increase in the amount of $18,000 from $5,721,649 to $5,739,649 for the period of June 1, 2010 through May 31, 2011. 4. Increase the contract value for Task Order NNM11AA59T in the amount of $1,000 for travel; therefore, the task order value will increase in the amount of $1,000 from $5,815,422 to $5,816,422 for the period of June 1, 2011 through May 31, 2012 5. Increase the contract value for Task Order NNM12AA39T in the amount of $2,000 for travel; therefore, this task order will increase in the amount of $2,000 from $6,526,570 to $6,528,570 for the period of June 1, 2012 through May 31, 2013. 6. Increase the 6 month extension that was added to NNM12AA39T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) Therefore, the total task order values for the 6 month extension will increase in the amount of (b)(4) from (b)(4) for the period of June 1,2013 through November 30, 2013. 7. Increase Option 5 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) therefore, the total task order value for the 6 month base will increase in the amount of (b)(4) from (b)(4) for the period of December 1, 2013 through May 31, 2014. 8. Increase Option 6 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4 for training, totaling (b)(4) therefore, the task order value for option 6 will increase in the amount of (b)(4) for the period of June 1, 2014 through June 30, 2014. 9. Increase Option 7 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4 for training, totaling (b)(4) therefore, the task order value for option 7 will increase in the amount of (b)(4) for the period of July 1, 2014 through July 31, 2014. Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10. Increase Option 8 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) ; therefore, the task order value for option 8 will increase in the amount of (b)(4) from (b)(4) for the period of August 1, 2014 through August 31, 2014. 11. Increase Option 9 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) therefore, the task order value for option 9 will increase in the amount of (b)(4) for the period of September 1, 2014 through September 30, 2014. 12. Increase Option 10 for Task Order NNM14AA01T in the amount of $(b)(4) for travel and (b)(4) for training, totaling (b)(4) ; therefore, the task order value for option 10 will increase in the amount of (b)(4) for the period of October 1, 2014 through October 31, 2014 13. Increase Option 11 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) therefore, the task order value for option 11 will increase in the amount of (b)(4) for the period of November 1, 2014 through November 30, 2014. 14. As a result of 1 through 13 the current contract value will increase in the amount of (b)(4) from (b)(4) The potential contract value will increase in the amount of (b)(4) to (b)(4) 15. Update Clause B.1 Supplies and Services to be furnished is required in order to provide an increase to the Not-to-exceed value for Travel based upon a request by the Office of Human Capital (OHC). OHC customers have submitted requests for travel that were not envisioned at time of award. 16. Incorporate MSFC Clause 52.223-96 Medical Services (NOV 2013) Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

17. Incorporate MSFC Clause 52.223-92 Environmental General Clauses (AUG 2010)

18. Update MSFC clause 52.223-90 Asbestos Material (DEC 2013)

19. Update MSFC clause 52.223-94 Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (NOV 2013)

20. Update Attachment J-4 Contractor Fully Burdened Labor Rates Inclusive of Profit that was omitted on Modification 17 and incorporate travel in the amount of $17,000 and training in the amount of $2,000.

21. Update Attachment J-5 Task Order Summary.

22. Update Attachment J-1 through J-3 to include the updated information from Section H.16 Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (NOV 2013).

23. Slip sheets are provided with sidebars indicating changes.

Pages Deleted	Pages Added
Section B 1-4 (Base)	Section B 1-4 (Mod 19)
Section H 1-22 (Base)	Section H 1-23 (Mod 19)
Attachment J-4 (Mod 16)	Attachment J-4 (Mod 19)
Attachment J-5 (Base)	Attachment J-5 (Mod 19)
Attachment J-7-1 through J-7-3 (Mod 10)	Attachment J-7-1through J-7-3 (Mod 19)

24. All other terms and conditions of this contract remain unchanged.

LIST OF CHANGES:
Reason for Modification: Other Administrative Action

Total Amount for this Modification: (b)(4)
New Total Amount for this Award: (b)(4)

Payment Terms:
Net 30 days
FOB: Destination

Continued ...

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNH08AA28C/000019	PAGE 5 OF 5

NAME OF OFFEROR OR CONTRACTOR
DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
013	Six Month Extension Labor, Travel, and Training June 1, 2013 through November 30, 2013				

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled "Center-wide Administrative Support (CAS)" services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled "Task Order Summary," by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government's obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	**Est. Price**	**Est. Price**	
Base Year (Yr 1)	(b)(4)		$4,633,502
Option 1 (Yr 2)			$5,117,573
Option 2 (Yr 3)			$5,739,649
Option 3 (Yr 4)			$5,816,422
Option 4 (Yr 5)			$6,528,570
Six Month Extension			(b)(4)
Option 5			
Option 6			
Option 7			
Option 8			
Option 9			
Option 10			
Option 11			

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

Contract Periods	Period of Performance	Travel/Training Costs
Base Year (Yr 1)	06/01/08-05/31/09	(b)(4)
Option 1 (Yr 2)	06/01/09-05/31/10	
Option 2 (Yr 3)	06/01/10-05/31/11	
Option 3 (Yr 4)	06/01/11-/05/31/12	
Option 4 (Yr 5)	06/01/12-05/31/13	
Six Month Extension	06/01/13-11/30/13	
Option 5	12/01/13-05/31/14	
Option 6	06/01/14-06/30/14	
Option 7	07/01/14-07/31/14	
Option 8	08/01/14-08/31/14	
Option 9	09/01/14-09/30/14	
Option 10	10/01/14-10/31/14	
Option 11	11/01/14-11/30/14	

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled "Contractor Fully Burdened Labor Rate Inclusive of Profit."

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled "Performance Requirements Summary." The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in "a. Quality Performance Deductions" and "b. Program Management Performance Deductions."

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor's performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government's semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

Price deductions for less than optimal performance will be administered in the areas of Quality and Program Management as identified below. All deduction percentages are based on total price for the respective Task Order. During semi-annual reviews the following factors will be assessed to determine the price deductions, if any.

(a) Quality Performance Deductions –

(1) The COTR will survey contractor customers quarterly to ascertain their evaluations of the quality of contractor performance for that period of time. These surveys will be targeted to the George C. Marshall Space Flight Center (MSFC) customers receiving support under this contract. In addition, the COTR will administer this survey on a more frequent basis to determine the performance of new hires during their probationary period for feedback purposes (these scores will not be included in the computed average for that periods quality performance deduction calculation). The survey instrument is included as Attachment J-13.

(2) The COTR will calculate a numerical rating using the two quarterly customer survey scores. The average of the two quarterly survey scores will constitute the semi-annual performance score, and provide the basis for performance deductions for that rating period. The quarterly scores will be calculated by averaging the individual survey results returned for that quarterly period. The COTR will also make a qualitative assessment of the contractor's performance based on the severity and impact of any contractor performance problem(s) or deficiencies during the period, or where the benefits of contractor performance exceed the customer survey results. Based on this qualitative assessment, the COTR may recommend to the Contracting Officer an adjustment in the adjective rating. Such adjustments will not be more than one adjective, up or down, and will only apply to semi-annual evaluation periods.

(3) Based on the COTR's recommended adjective rating, the Contracting Officer will notify the contractor, provide supporting rationale for the rating, and allow the contractor a rebuttal. Upon receipt of the rebuttal, if any, the Contracting Officer will make a decision concerning the extent, if any, of price deductions for that rating period. A rating period is regarded as semi-annual performance under a Task Order. It will include the two quarterly COTR surveys performed during that evaluation period to generate a score as referenced in paragraph (2) above. Task Orders are anticipated to be 1 year in length when authorized under this Contract.

(4) The Government is interested in acquiring performance at the Excellent Performance Level. Performance below this level is not considered advantageous to the Government. Price deductions will be based upon the following scale, applied to the total price for the respective Task Order:

Adjective Rating (Numerical Rating)	**Deductions**
Excellent (4.7 to 5.0)	0 %
Very Good (4.0 to <4.7)	1.50%
Good (3.0 to <4.0)	3.75 %
Poor (2.0 to <3.0)	7.50 %
Unsatisfactory (<2.0)	15.00 %

(b) Program Management Performance Deductions – Deductions for less than optimal performance for the efficiency of the Contractor's program management performance are detailed in Attachment J-2, entitled "Performance Requirements Summary."

(c) Notwithstanding the foregoing, the Government's right under this clause to reduce price for less than optimal performance is in addition to the rights of the Government prescribed in FAR 52.246-4. "Inspection of Services – Fixed Price" and FAR 52.249-8, "Default (Fixed-Price Supply and Service)."

(End of Clause)

[END OF SECTION]

SECTION H-SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

Clause Number	Title	Date
None Included by Reference		

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

Clause Number	Title	Date
1852.208-81	Restrictions on Printing and Duplicating	NOV 2004
1852.242-72	Observance of Legal Holidays (Alternate II)	OCT 2000

(End of Clause)

H.2 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MARCH 1989)

(a) Of the total price of items __TBD*___ through __TBD*____, the sum of $ TBD* is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date TBD*	Amount TBD*

**Information will be updated/included upon issuance of the first Task Order and all follow-on Task Orders.*

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the

Government clause notwithstanding. (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD*.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3)(i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, **60** days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds

for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Offeror's and/or teammates/subcontractor's attention is invited to this subpart and each shall comply with these restrictions.

The Contracting Officer has determined that during performance of this contract, the successful Offeror or Subcontractor(s) will be put in the position of performing administrative support activities that will include access to and use of sensitive information from other contractors. (For purposes of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s).) The existence of these conflicting roles might bias the Contractor's judgment.

Within two working days of receipt of a Task Order Request causing such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing:

(a) The nature of the conflict;
(b) Plan for avoiding, neutralizing or mitigating the conflict; and
(c) The benefits and risks associated with acceptance of the plan.

The Contracting Officer will review the report and determine which of the following is in the best interest of the Government and will so advise the Contractor:

(a) The Contractor shall perform consistent with the task order;
(b) The Contractor shall not perform the task order;
(c) The task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;
(d) The task order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest.

The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.

The Contractor shall include this clause in all subcontract(s).

(End of Clause)

H.4 TASK ORDERING PROCEDURE (NFS 1852.216-80)(OCT 1996) (ALTERNATE I)

(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 _5_ 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 _3_ 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.

(Note: Attachment J-14 outlines the IDIQ Task Order Process)

(End of Clause)

H.5 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including Contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes

clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of $25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than $1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.6 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)

Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on

NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than $1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than $250,000, or theft greater than $250,000.

In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.7 RESERVED

H.8 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.

(b)(4)

(End of Clause)

H.9 MSFC 52.223-90 ASBESTOS MATERIAL (DEC 2013)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202 and, 4663 are of special concern since they are known to contain a concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Environmental Engineering and Occupational Health Services, Office for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.10 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91)(FEB 2001)

If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

H.11 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the Contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed request has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The Contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the Contractor may not be legally authorized to work in the United States and/or on the contract, the Contractor may be required to furnish copies of Federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

(d) The Contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

H.12 EMERGENCY EVACUATION PROCEDURES (NFS 1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of Clause)

H.13 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75)(OCTOBER 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

H. 14 MSFC 52.223-96 MEDICAL SERVICES (NOV 2013)

In accordance with MWI 1800.1, MSFC Occupational Medicine, and MWI 3410.1, Personnel Certification Program, the Contractor shall utilize the medical services provided by the MSFC Medical Center for MSFC job-required medical certification health examinations. The MSFC Medical Center is located in Building 4249 and is generally open between 7 a.m. and 3:30 p.m., Monday through Friday (closed on Government holidays), telephone 256-544-2390. Additionally, the Contractor shall utilize the MSFC emergency medical services system for any incident that occurs at MSFC and which requires emergency medical treatment by dialing 911. Additional emergency contact numbers are located on the MSFC Safety, Health and Environmental (SHE) Web site located on the Inside Marshall Web page.

(End of Clause)

H.15 MSFC 52.223-92 ENVIRONMENTAL - GENERAL CLAUSE (AUG 2010)

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental Management Policy" and MPR 8500.1, "MSFC Environmental Engineering and Occupational Health Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/MSFC facilities.

(End of Clause)

H.16 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (NOVEMBER 2013)

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Safety, Health and Environment (SHE) Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety and health program elements identified in MPR 8715.1, MSFC Safety, Health and Environmental (SHE) Program. The Contractor shall conduct an annual self-evaluation of their safety and health program based on these criteria. The Contractor shall submit an annual self-evaluation to the Contracting Officer (CO) no later than 30 days after each anniversary of the contract. The CO/Contracting Officer Representative (COR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess the Contractor's safety and health performance appropriately—positive or negative.

For the purpose of validating the annual score, the Contractor and the CO/COR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the Attachment 1 of this clause. In cases where the Contractor and CO/COR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety, health and environmental policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety and health program shown below. Specific criteria are shown on Attachment 1 entitled "Safety & Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

MSFC SAFETY AND HEALTH CORE PROGRAM REQUIREMENTS

(ELEMENT 1)	(ELEMENT 3)
Management and Employee Involvement	**Hazard Prevention and Control**
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program

(ELEMENT 2)	(ELEMENT 4)
Worksite Hazard Analysis	**Safety and Health Training**
Baseline Surveys and Analyses for the Worksite	Employee Knowledge of Hazards in the Workplace, Recognize Hazards, Signs and Symptoms of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review for Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific to the Worksite Operations
Hazard Reporting by Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

In accordance with MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program", Contractor performance that is validated and recognized to have achieved a world-class program within the term of the contract will be recognized with the following:

Superior Safety Performance level- Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) ≤ 50% of the LTC National average for the applicable North American Industry Classification System (NAICS) average.	*Plaque Presentation by the Center Director at the Marshall Team Meeting.* *Appropriate contractor past performance referrals may be provided.*

Exception: *Contractors with less than 100 employees located onsite at MSFC and/or MAF.* To be rated at Superior Safety Performance level, the Contractor shall have no lost time injuries during the past year.

The following will result in cases where a Contractor's performance is rated as being below the accepted safety performance level:

Below Accepted Safety Performance level - Annual rating score of ≤ 16 or a LTC that is <10% of the LTC National average for the applicable NAICS average.	Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. *Corrective Action Plan requested.* *Data may be placed in contractor past performance database.*

Failure to improve could result in contract options not being exercised.

Exception: Contractors with less than 100 employees located onsite at MSFC *and/or MAF. A Below Accepted Safety Performance level will be given to a contractor having more than one* lost time injuries during the past year.

If Contractor's Safety and Health Performance evaluation rating falls within the range (>16, but <34) and the Contractor achieves a LTC between +/- 10% of the LTC National average for the applicable NAICS, the Contractor's performance is recognized as acceptable.	*No recognition*

NOTE: The most current Department of Labor NAICS average, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct an annual self-assessment of their safety and health program and assign a numerical score to each element (4) using the Safety and Health Management Implementation Guide and Assessment Matrix at Attachment 1.

- Contractor self assessments will address compliance with their approved Safety, Health and Environmental (SHE) Plan and MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

- Contractor to have their self-assessment validated by CO/COR and Industrial Safety Branch.

- On an annual basis, the CO will apply incentives/recognition or consequences based on the validated yearly score. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below.*)

- Contractor will provide their self-assessment as shown in Attachment 2 or an equivalent format.

6. SAFETY METRIC REPORTING.

The Contractor shall report safety metrics using MSFC Form 4371 to the extent specified in the contract. Refer to MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

Service and Support contracts - DRD for Mishap and Safety Statistics Report

Construction contracts - MSFC Technical Specification for Repair and Construction (TSRC), Specs and Techs, or Master Specs.

7. FAILURE TO REPORT

If the Contractor fails to timely and accurately report to the CO, COR and the MSFC Industrial Safety Branch, pursuant to the requirements of the relevant contract, all the information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program", and the items in paragraph 6 of this clause, the CO may reduce the profit/fee/price/cost otherwise payable under the relevant contract in an amount of up to $1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

Safety Performance
Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Leadership and Employee Involvement (Element 1)
- Worksite Analysis (Element 2)
- Hazard Prevention and Control (Element 3)
- Safety and Health Training (Element 4)

Score	≥ 36 points (Annual Score)	≤ 16 points (Annual Score)
LTC	and ≤ 50% of the LTC National average for the applicable NAICS **Exception:** Contractors with less than 100 employees located onsite at MSFC and/or MAF shall have no lost time injuries during the past year.	or > than 10% of the LTC National average for the applicable NAICS **Exception:** Contractors with less than 100 employees located onsite at MSFC and/or MAF. A Below Accepted Safety Performance level rating will be given when more than one lost time injuries are reported during the past year.
Grade Levels	**Superior Safety Performance**	**Below Accepted Safety Performance**
Recognition	Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.	Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. Corrective Action Plan requested. **Failure to improve could result in Contract Options not being exercised.**

NOTE: If the Contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided and possible follow-up by the MSFC Industrial Safety Office.

- ***Reductions in profit/fee/price/cost payable***

- Failure to timely and accurately report information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program" and the items in paragraph 6 of this clause may result in a reduction in the profit/fee/price/cost otherwise payable under this contract in an amount of up to $1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

ATTACHMENT 1
Safety and Health Management Implementation Guide and Assessment Matrix

Score	Management Leadership and Involvement (Element 1)		Worksite Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "Best in Class." In areas of visible management leadership, responsibility, accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub-elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub-elements in place and functioning.	All training processes established, management initial training complete.
8	One sub-element not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five sub-elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.
6	All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

[END OF ATTACHMENT 1]

ATTACHMENT 2

Safety and Health Performance Self-Evaluation

Contractors shall conduct an annual self-evaluation of their safety and health program based on the applicable elements and sub-elements of the MSFC safety, health and environmental (SHE) program as listed below. Specific criteria are shown on ATTACHMENT 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Element 1 has a management and employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point. The score for each element should be shown below along with explanatory comments for each element.

(ELEMENT 1)
Management and Employee Involvement
Management Commitment
Documented Safety Policy and Goals
Employee Involvement/Engagement
Safety Committees
Safety Meetings
Subcontractor Safety
Resources
Accountability
Annual Safety and Health Program Evaluation

(ELEMENT 3)
Hazard Prevention and Control
Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Preventative Maintenance for Facility and Equipment
Emergency Preparedness and Drills
Emergency Medical Care Program
Hazard Control Programs
Occupational Health Program
Tracking Hazard Correction
Access to Professional Safety Staff
Disciplinary Program

(ELEMENT 2)
Worksite Hazard Analysis
Baseline Surveys and Analyses For The Worksite
Perform Analysis Of New Work and When Significant Changes Occur
Job Hazard Analysis/ Process Review For Routine Jobs
Routine Self-Inspections
Hazard Reporting By Employees
Investigation Of Mishap/Close Calls
Injury/Illness Rates

(ELEMENT 4)
Safety and Health Training
Employee Knowledge Of Hazards In The Workplace, Recognize Hazards, Signs and Symptoms Of Workplace-Related Illnesses, and Safe Work Procedures
Supervisor and Managers Understand Their Safety and Health Responsibilities
Training Documentation
Training Curriculum Specific To The Worksite Operations

Contractor: _____ Contract #: _____ Date of Evaluation Period: _____
Name of Person Verifying: _____
Position: _____
Telephone Number: _____
Email: _____
Date: _____
Signature: _____

Element 1:
Management Commitment: ___ Employee Involvement: ____ Combined Average: ___

Comments:

Element 2:
Worksite Analysis: __

Comments:

Element 3:
Hazard Prevention and Control: _____

Comments:

Element 4:
Safety and Health Training: ____

Comments:

Total Score: _____

Comments/ Validation By:

Comments:

Contracting Officer:

Comments:

COR:

Comments:

Representative/S&MA Office:

Comments:

[End of Attachment 2]

(End of Clause)

[END OF SECTION]

Page 33 redacted for the following reason:
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(b)(4)

ATTACHMENT J-5

TASK ORDER SUMMARY

A summary of Task Orders awarded under this Contract is as follows:

TASK ORDER NUMBER	MOD. NUMBER	PERIOD OF PERFORMANCE	TASK ORDER VALUE	DEDUCTIONS
NNM08AB07T	1-13	6/01/2008-5/31/2009	$4,195,306.93	
NNM09AB01T	1-15	6/01/2009-5/31/2010	$4,375,370.08	
NNM10AA66T	1-19	06/01/2010-05/31/2011	$4,429,893.00	
NNM11AA59T	1-9	06/01/2011-05/31/2012	$4,004,411.00	
NNM12AA39T	1-21	06/01/2012-11/30/2013	$7,039,194.00	

Task Orders will be issued in accordance with Clause B.2 and Clause H.4. A copy of each executed Task Order and Task Order modification is attached.

[END OF ATTACHMENT J-5]

Safety Performance
Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Leadership and Employee Involvement (Element 1)
- Worksite Analysis (Element 2)
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- Safety and Health Training (Element 4)

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LTC	and ≤50% of the LTC National average for the applicable NAICS **Exception**: Contractors with less than 100 employees located onsite at MSFC and/or MAF shall have no lost time injuries during the past year.	or > than 10% of the LTC National average for the applicable NAICS **Exception**: Contractors with less than 100 employees located onsite at MSFC and/or MAF. A Below Accepted Safety Performance level rating will be given when more than one lost time injuries are reported during the past year.
Grade Levels	**Superior Safety Performance**	**Below Accepted Safety Performance**
Recognition	Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.	Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. Corrective Action Plan requested. **Failure to improve could result in Contract Options not being exercised.**

NOTE: If the Contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided and possible follow-up by the MSFC Industrial Safety Office.

- ***Reductions in profit/fee/price/cost payable***