

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

000047

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

MSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

MSFC

NASA/Marshall Space Flight Center
Office of Procurement
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
PS33/Wayne Harmon
phone: (256) 544-5336
fax: (256) 544-8993
email: wayne.t.harmon@nasa.gov

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

DYNETICS TECHNICAL SERVICES INC.
1002 EXPLORER BLVD
HUNTSVILLE AL 35806-2806

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM10AA03C

10B. DATED (SEE ITEM 13)

12/03/2009

CODE 5RWT5

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 52.243-2, Changes - Cost-Reimbursement and Mutual Agreement

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 modification are to:

a) Definitize contractor's proposal dated December 20, 2011 to perform the following:

i. Extend the descope of the contract for Options 1 and 2 in accordance with the descope of the Base contract in Modification 34. The negotiation of the reduction of scope was delayed due to constraints and ambiguities resulting from operating under a Continuing Resolution and thus no formal budget for out years.

ii. Add contractor support of the current computing; storage and backup infrastructure for the NEACC lines of business. This infrastructure consists of approximately 780 operating 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)

Allison Brown - Contracts Administrator

Harry B Craig

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Allison Brown
(Signature of person authorized to sign)

1/27/12

Harry B Craig
(Signature of Contracting Officer)

1-30-2012

CONTINUATION SHEET

REFERENCE NO. OF
NNM10AA03C/000047

MENT BEING CONTINUED

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>instances and 260 terabytes (TB) of storage. The storage of the data will be on Marshall Computing Services (MCS) services and the NEACC system will operate as a tenant. This effort was negotiated for the Base contract only because of the short turnaround needed due to the effort being deleted from the expiring UNITEs contract. This effort will continue through Options 1 and 2.</p> <p>iii. Add the ODIN server administration that will be carried forward in Options 1 and 2 to this contract. This effort was negotiated for the Base contract only because of the short turnaround needed due to the cost savings that could be gained immediately and that the effort was on expiring ODIN contract. This effort will continue through Options 1 and 2.</p> <p>b) This modification increases the potential contract value by \$3,898,539, from \$330,236,825 to \$334,135,364. Of this amount (b)(4) is added to the estimated cost, thereby increasing estimated cost from (b)(4). Additionally, potential fixed performance fee is increased by (b)(4) to (b)(4).</p> <p>c. The current funded amount is \$124,294,872 and the funded through date remains unchanged at January 31, 2012.</p> <p>2. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Clause B.1 on Page B-1</p> <p>3. Contractor's Statement of Release 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. Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF . AMENT BEING CONTINUED
NNM10AA03C/000047PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Change Identification: Modification 047 Contractor Proposal dated December 20, 2011. 4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

- (a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).
- (b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008
Base Year 1	08/1/10-01/31/11			\$1,592,718
Base Year 2	02/1/11-07/31/11			\$1,550,280
Base Year 2	08/1/11-01/31/12			TBD
Option 1 Yr 1	02/1/12-07/31/12			TBD
Option 1 Yr 1	08/1/12-01/31/13			TBD
Option 1 Yr 2	02/1/13-07/31/13			TBD
Option 1 Yr 2	08/1/13-01/31/14			TBD
Option 2 Yr 1	02/1/14-07/31/14			TBD
Option 2 Yr 1	08/1/14-01/31/15			TBD
TOTAL				\$4,672,006

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through January 31, 2012.
- (b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000048		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Jane L. Thomas phone: (256) 544-7893 fax: (256) 544-8993 email: jane.l.thomas@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$10,469,250.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 17.207, Exercise of Option

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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


1. The purposes of this modification are to:

a) Exercise Option 1 for a 2 Year Period of February 1, 2012 through January 31, 2014. The increases the total contract value for the Base and Exercised Options by \$137,901,730; thereby increasing current potential contract value from \$124,294,872 to \$262,196,602.

b) Provide incremental funding in the amount of \$10,599,015 and to deobligate funding in the amount of \$129,765; thereby increasing the total amount of funding by \$10,469,250. This increases the total sum allotted for this contract from \$124,294,872 to \$134,764,122.

c) Incorporate Service Contract Act Wage Decisions AL 2005-2008 (Revision 16) and LA 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) Harry B Craig	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 1-31-2012

CONTINUATION SHEET

REFERENCE NO. OF
NNM10AA03C/000048

MENT BEING CONTINUED

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2005-2234 (Revision 16).</p> <p>3. As a result, the following page(s) have been modified and slip-sheets with sidebars indicating change are as follows:</p> <ul style="list-style-type: none">- Clause B.2, Contracting Funding (1852.232-81) (JUN 1990), Pages B-1, B-2- Clause F.2, Period of Performance, Page F-1- Attachment J-3, Wage Determinations, Pages J-3-3 through J-3-21 <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Exercise an Option</p> <p>Period Of Performance End Date changed from 31-JAN-12 to 31-JAN-14</p> <p>Total Amount for this Modification: \$0.00</p> <p>New Total Amount for this Version: \$262,196,602.00</p> <p>New Total Amount for this Award: \$334,135,364.00</p> <p>Obligated Amount for this Modification: \$10,459,250.00</p> <p>New Total Obligated Amount for this Award: \$134,764,122.00</p> <p>Incremental Funded Amount changed: from \$124,294,872.00 to \$134,764,122.00</p> <p>FOB: Destination</p>				

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22012D	158325.01.03.08	62IS01	9,824
EXPX22012D	158325.01.03.08	62IS01	155,752
EXPX22012D	158325.01.03.08	62IS01	483,086
EXPX22012D	158325.01.03.08	62IS01	174,498
EXPX22012D	158325.01.03.08	62IS01	100
EXPX22012D	174189.01.01.04	62EO50	10,000
CECX62011D	284781.08.01.02	62AS20	4,800
CECX62011D	284781.08.01.02	62AS20	248,560
EXCX22012D	401769.06.03.07.02.02	62EM60	65,000
EXCX22012D	401769.06.03.07.03.03	62EV44	117,000
EXPX22011D	402600.04.06.08	62ZP31	150
EXCX22012D	424606.01.01.03	62CS30	1,646
CASX12012D	432938.08.01.08.05	62ER01	661
CASX12012D	432938.10.02.08	62QD03	100
CASX12012D	432938.11.01.08.35	62ED02	213,138
CASX12012D	432938.11.01.08.35	62ED02	55,865
CASX12012D	432938.11.01.08.35	62ED02	2,829
CASX12012D	432938.11.01.08.35	62EM20	659
CASX12012D	432938.11.01.08.35	62ER41	6,204
CASX12012D	432938.11.01.08.35	62ER42	247,069
CASX12012D	432938.11.01.08.35	62ES23	2,292
CASX12012D	432938.11.01.08.35	62EV31	26,148
CASX12012D	432938.11.01.08.35	62EV41	5,559
CASX12012D	432938.11.01.08.35	62EV42	6,204
CASX12012D	432938.11.01.08.39	62EM30	432
CASX12012D	432938.11.01.08.39	62EM32	432
CASX12012D	432938.11.01.08.39	62EM40	972
CASX12012D	432938.11.01.08.39	62EM60	432
CASX12012D	432938.11.01.08.39	62EO30	3,660
CASX12012D	432938.11.01.08.39	62EO60	2,160
CASX12012D	432938.11.01.08.39	62ER01	864
CASX12012D	432938.11.01.08.39	62ER33	432
CASX12012D	432938.11.01.08.39	62ER40	432
CASX12012D	432938.11.01.08.39	62ER41	661
CASX12012D	432938.11.01.08.39	62ES01	303
CASX12012D	432938.11.01.08.39	62ES30	150
CASX12012D	432938.11.01.08.39	62ES31	432
CASX12012D	432938.11.01.08.39	62ES42	432
CASX12012D	432938.11.01.08.39	62ES52	120
CASX12012D	432938.11.01.08.39	62ET10	432
CASX12012D	432938.11.01.08.39	62ET20	432
CASX12012D	432938.11.01.08.39	62EV02	432
CASX12012D	432938.11.01.08.39	62EV44	432
CASX12012D	432938.11.20.08.03.01	62ZP02	390,121
CASX12012D	572196.08.08	62IS70	69,000
CASX12012D	572196.11.08	62IS70	80,000
CASX12012D	572196.11.08	62IS70	452,915
EXPX22012D	573754.09.02.08.01.02	62SF01	120
EXPX22012D	573754.09.02.08.02.03	62SF02	67
EXPX22012D	585777.01.01.03	62XP01	12,500
EXPX22012D	585777.01.01.03	62XP01	242
EXPX22012D	585777.01.01.03	62XP02	4,481
EXPX22012D	585777.01.01.03	62XP03	120
EXPX22012D	585777.01.01.04	62XP04	1,563
EXPX22012D	585777.01.10.10.03	62SF01	82,947
EXPX22012D	585777.01.10.10.03	62SF01	205,000
EXPX22012D	585777.02.33	62ED02	100,000
EXPX22012D	585777.02.33	62ED02	200

EXPX22012D	585777.02.33	62ER42	58,661	
EXPX22012D	585777.02.33	62ES52	173,961	
EXPX22012D	585777.02.33	62ES53	14,039	
EXPX22012D	585777.02.33	62ET30	40,000	
EXPX22012D	585777.02.33	62ET30	40,000	
EXPX22012D	585777.02.40.04.03.10	62ER42	146,163	
EXPX22012D	585777.02.40.04.13.10	62ET20	18,698	
EXPX22012D	585777.02.90.02.50.10	62ES52	51,250	
EXPX22012D	585777.02.90.03.30.10	62ES53	5,335	
EXPX22012D	585777.08.20.10.48.10	62ER43	12,000	
EXPX22012D	585777.08.20.10.68.07.01	62ES12	4,540	
EXPX22012D	585777.08.30.01.62.01	62XP30	100	
EXPX22012D	585777.08.30.01.62.01	62XP30	100	
EXPX22012D	585777.08.30.01.62.01	62XP30	74,106	
EXCX22011D	672854.01.02.01	62TP01	100	
EXCX22012D	725932.08.01.02.01	62ER43	40,000	
CASX12012D	736466.01.02.08.01	62HS01	1,296	
CASX12012D	736466.01.05.08	62LS01	510	
CASX12012D	736466.01.06.08.01	62RS01	432	
CASX12012D	736466.01.06.08.01	62RS01	100	
CASX12012D	736466.01.06.08.02	62CS50	100	
CASX12012D	736466.01.07.08.01	62PS01	400	
CASX12012D	736466.01.08.08.04	62CS30	120	
CASX12012D	736466.01.08.08.04	62CS01	6,243	
CASX12012D	736466.01.08.08.05	62CS30	72,787	
CASX12012D	736466.01.09.08.01	62AS01	4,000	
CASX12012D	736466.01.09.08.01	62AS01	1,000	
CASX12012D	736466.01.09.08.02.07	62AS10	233	
CASX12012D	736466.01.10.08.02.13	62AS40	4,975	
CASX12012D	736466.01.10.08.02.13	62AS40	864	
CASX12012D	736466.01.10.08.02.16	62AS40	50	
CASX12012D	736466.04.02.08.01.02	62AS50	1,550,305	
CASX12012D	736466.04.02.08.08.02	62AS50	1,296	
CASX12012D	736466.04.02.08.12.02	62AS50	35,000	
CASX12012D	736466.06.08.08.07	62AS20	3,456	
CASX12012D	736466.06.08.08.08	62AS20	120	
CASX12012D	736466.06.08.08.08	62AS20	6,750	
CASX12012D	736466.07.01.08	62IS01	1,022	
CASX12012D	736466.07.07.08	62IS01	1,241,983	
CASX12012D	736466.07.07.08	62IS01	2,758	
CASX12012D	736466.07.07.08	62IS01	12,334	
CASX12012D	736466.07.07.08	62IS01	150	
CASX12012D	736466.07.07.08	62IS01	126	
CASX12012D	736466.07.07.08	62IS01	59,854	
EXPX22012D	747797.01.02.99.08	62FP30	432	
EXPX22012D	747797.06.41.99.08	62FP30	186,292	
CASX12012D	752374.28.48.01.08	62IS01	75,000	
CASX12012D	752374.28.48.01.08	62IS01	185,432	
CASX12012D	811540.01.01.08	62EE11	15,000	
CASX12012D	811540.03.01.08	62ES51	3,819	
CASX12012D	811540.11.02.01.08	62CS40	25,997	
CASX12012D	811540.11.03.07.08	62CS40	1,654	
CASX12012D	869021.01.08.01.01	62ED02	432	
CASX12012D	884160.01.50.02.08	62IS70	15,506	
CASX12012D	884160.01.50.02.08	62IS70	398,747	
CASX12012D	884617.10.10.02.08	62IS01	374,785	
CASX12012D	884617.10.10.02.08	62IS01	2,346,540	
CASX12012R	921179.01.08.11.ER92.12	62ER42	27,000	
CASX12012R	921179.01.08.R0.ED15.12	62ED10	5,000	

			10,599,015	
PR 4200418749				
EXCX22012D	361065.09.03.02	62IS40	(129,765)	deobligation
			10,469,250	

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$124,294,872	\$124,294,872
This Action	\$137,901,730	\$10,469,250
New Amount	\$262,196,602	\$134,764,122

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			TBD	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through March 5, 2012.

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

B-1

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$124,294,872	\$10,469,250	\$134,764,122

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

SECTION F - DELIVERIES AND PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

(End of clause)

F.2 PERIOD OF PERFORMANCE

- (a) The period of performance of this contract shall be February 1, 2010 through January 31, 2014.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, clause 52.216-9, Option to Extend the Terms of the Contract, the period of performance for each option shall be as set forth below:

<u>Option Period No.</u>	<u>Period of Performance</u>
1	02/01/2012 to 01/31/2014
2	02/01/2014 to 01/31/2015

(End of clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s): the George C. Marshall Space Flight Center, Huntsville, Alabama and Michoud Assembly Facility, New Orleans, Louisiana and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

F.4 SPECIAL CONDITIONS APPLICABLE TO EXERCISE OF OPTIONS 1 AND 2

- (a) Option Decision Package

Ten months prior to the effective date of Options 1 and 2 (if Option 1 is exercised), the Contractor shall prepare and submit an Option Decision Package to the Contracting Officer in accordance with DRD 1292CD-001. The Option Decision Package shall include a technical refresh proposal, a cost reduction proposal, update on technical/schedule/cost performance, and any additional information

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WD 05-2008 (Rev.-16) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2008
Director	Wage Determinations	Revision No.: 16
		Date Of Revision: 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

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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

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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

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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

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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 Equipment 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

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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 (see 3)	23.21
Surface Programs	
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

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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: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

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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.

Attachment J-3

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-3

WD 05-2234 (Rev.-16) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2234
Director	Wage Determinations	Revision No.: 16
		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

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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

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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

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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

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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 Equipment 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

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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 (see 2)	23.71
Surface Programs	
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

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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: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

Attachment J-3

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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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. 000049		3. EFFECTIVE DATE 03/05/2012		4. REQUISITION/PURCHASE REQ. NO. 4200424913	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Jane L. Thomas phone: (256) 544-7893 fax: (256) 544-8993 email: jane.l.thomas@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5		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 Net Increase: \$12,352,322.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 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 obligate funds in the amount of \$12,352,322; thereby increasing the total funding allotted to this contract from \$134,764,122 to \$147,116,444. The anticipated fund through date is May 22, 2012.

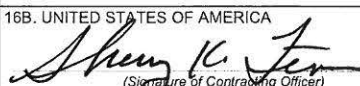
2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.

Clause B.2 Contract Funding

3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.

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) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/6/2012

NAME OF OFFEROR OR CONTRACTOR
 DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination				

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22011D	026554.02.08	62IS01	16,090
CASX12012D	239493.13.46.01.08	62IS40	120,000
EXPX22012D	277144.11.01.09.01	62HS30	20,641
CECX62011D	284781.08.01.02	62AS20	100
SCEX22011D	315404.07.14.02	62ZP13FA	1,534
EXCX22012D	361065.01.02.02	62IS40	14,250
EXCX22012D	361065.01.02.02	62IS40	42,185
EXCX22012D	361065.07.02.01	62IS40	120
EXCX22012D	361065.07.02.01	62IS40	1,330
SCEX22011D	361426.07.08	62ZP13FA	600
SCEX22011D	388443.05.05.04	62ZP13FA	1,293
EXCX22012D	401769.06.03.07.04.04	62ES42	57,444
SCEX22011D	431924.04.01.09	62ZP13FA	130
CASX12012D	432938.08.01.08.05	62ER23	967
CASX12012D	432938.08.01.08.06	62EV40	120
CASX12012D	432938.08.01.08.09.01	62ES33	36,000
CASX12012D	432938.08.01.08.09.01	62ES53	12,966
CASX12012D	432938.08.01.08.09.01	62ES53	4,557
CASX12012D	432938.08.01.08.09.03	62ER43	29,300
CASX12012D	432938.08.01.08.09.03	62ES33	22,000
CASX12012D	432938.09.01.08.12.12	62ZP13FA	558
CASX12012D	432938.10.02.08	62QD01	1,366
CASX12012D	432938.11.01.08.33	62EM10	5,228
CASX12012D	432938.11.01.08.33	62EV31	11,718
CASX12012D	432938.11.01.08.34	62EO60	120
CASX12012D	432938.11.01.08.35	62ED02	324
CASX12012D	432938.11.01.08.35	62ER40	385
CASX12012D	432938.11.01.08.35	62ER41	100
CASX12012D	432938.11.01.08.35	62EV01	3,000
CASX12012D	432938.11.01.08.35	62EV01	55,000
CASX12012D	432938.11.01.08.35	62EV01	58,548
CASX12012D	432938.11.01.08.35	62EV34	120
CASX12012D	432938.11.01.08.39	62EE12	100
CASX12012D	432938.11.01.08.39	62EM60	120
CASX12012D	432938.11.01.08.39	62ES50	100
CASX12012D	432938.11.01.08.39	62EV71	100
CASX12012D	432938.11.01.08.39	62EV71	100
CASX12012D	432938.11.01.08.40	62ET10	1,764
SPTX22012D	563550.01.08.03	62ZP30	101,000
EXPX22012D	573754.01.02.06.02	62IS01	141,012
EXCX22011D	581570.07.01.02.07.01	62NICSRUSS	2,455
EXCX22012D	581570.07.01.02.07.01	62NICSRUSS	54,147
EXPX22012D	585777.01.01.03	62XP01	182
EXPX22012D	585777.01.01.03	62XP03	8,363
EXPX22012D	585777.01.01.03	62XP03	87,221
EXPX22012D	585777.02.20.06.02.10	62EV44	180,000
EXPX22012D	585777.02.33	62ED02	24,201
EXPX22012D	585777.02.33	62EM42	1
EXPX22012D	585777.02.33	62EV01	25,042
EXPX22012D	585777.02.33	62EV01	52,000
EXPX22012D	585777.02.40.03.02.10	62EV32	19,000
EXPX22012D	585777.02.40.05.04.10	62EV34	19,000
EXPX22012D	585777.02.60.02.21.10	62EM60	40,500
EXPX22012D	585777.02.80.08.60.10	62EO40	25,000
EXPX22012D	585777.02.90.02.50.10	62ES52	51,250
EXPX22012D	585777.02.90.03.30.10	62ES53	4,672
EXPX22012D	585777.02.90.03.30.10	62ES53	18,796
EXPX22012D	585777.02.90.03.30.10	62ES53	41,890

EXPX22012D	585777.02.90.03.30.10	62ES53	556
EXPX22012D	585777.02.90.04.02.10	62ES33	5,331
EXPX22012D	585777.03.01.01	62QD32	150
EXPX22012D	585777.04.70.04.03	62XP70	156
EXPX22012D	585777.04.70.04.03	62XP70	596
EXPX22012D	585777.08.10.10.01	62ER43	6,157
EXPX22012D	585777.08.10.10.20.20	62ER35	62
EXPX22012D	585777.08.10.33	62ED02	37,760
EXPX22012D	585777.08.10.33	62ED02	450,688
EXPX22012D	585777.08.10.33	62ED02	230,000
EXPX22012D	585777.08.10.33	62EM20	15,181
EXPX22012D	585777.08.10.33	62ES33	15,000
EXPX22012D	585777.08.20.10.48.10	62ER43	11,500
EXPX22012D	585777.08.30.10.44.62.01	62EM10	20,000
EXPX22012D	585777.08.30.10.44.62.01	62EM60	24,440
EXPX22012D	585777.08.50.50.10	62EM60	7,000
EXPX22012D	585777.08.50.60.10	62EV74	44,500
EXPX22011D	585991.01.08	62IS01	1,365
EDUX22012D	612506.01.10	62HS30	29,000
SPTX22012D	645454.01.08.05	62ER23	548
SPTX22012D	645454.01.08.05	62ER43	12,450
EXCX22011D	672854.01.02.01	62TP01	1,790
EXCX22011D	672854.01.02.01	62TP01	2,468
EXCX22011D	672854.01.02.01	62TP01	100,000
SCEX22012D	714607.01.05.01	62VP23	676
CASX12012D	724297.20.27.08	62EV44	19,000
CASX12012D	724297.20.27.08	62EV44	80,000
CASX12012D	736466.01.02.08.01	62HS01	600
CASX12012D	736466.01.02.08.05	62HS50	200
CASX12012D	736466.01.06.08.01	62RS01	100
CASX12012D	736466.01.08.08.04	62CS01	270
CASX12012D	736466.01.08.08.04	62CS10	661
CASX12012D	736466.01.09.08.03.06	62IS01	124,680
CASX12012D	736466.01.09.08.03.07	62IS01	55,149
CASX12012D	736466.01.09.08.03.07	62IS01	49,201
CASX12012D	736466.01.09.08.03.07	62IS01	89,604
CASX12012D	736466.01.09.08.03.09	62IS01	399
CASX12012D	736466.01.09.08.03.10	62IS01	47,638
CASX12012D	736466.01.09.08.03.11	62IS01	63,184
CASX12012D	736466.01.09.08.03.12	62IS01	42,728
CASX12012D	736466.01.09.08.03.12	62IS01	143,858
CASX12012D	736466.01.09.08.03.12	62IS01	84,974
CASX12012D	736466.03.01.08.02.05	62AS10	120
CASX12012D	736466.05.01.08	62QD03	50
CASX12012D	736466.06.08.08.07	62AS20	3,000
CASX12012D	736466.07.01.08	62IS01	60,314
CASX12012D	736466.07.01.08	62IS01	325,165
CASX12012D	736466.07.01.08	62IS01	358,490
CASX12012D	736466.07.01.08	62IS01	515,764
CASX12012D	736466.07.03.08	62IS01	219,903
CASX12012D	736466.07.03.08	62IS01	4,670,663
CASX12012D	736466.07.03.08	62IS01	215,466
CASX12012D	736466.07.04.08	62IS01	73,828
CASX12012D	736466.07.04.08	62IS01	10,373
CASX12012D	736466.07.04.08	62IS01	10,102
CASX12012D	736466.07.04.08	62IS01	9,567
CASX12012D	736466.07.04.08	62IS01	90,636
CASX12012D	736466.07.07.08	62IS01	4,781
CASX12012D	736466.07.07.08	62IS01	150

CASX12012D	736466.07.07.08	62IS01	8,889
CASX12012D	736466.07.07.08	62IS01	398,624
CASX12012D	736466.07.07.08	62IS01	65,263
CASX12012D	736466.07.08.08	62IS01	191,690
CASX12012D	736466.07.09.08	62IS01	1,113,622
CASX12012D	736466.07.10.08	62IS01	86,090
EXPX22012D	764214.04.03.03	62ZP12	5,217
SCEX22011D	791926.02.01.04.47	62ZP13FA	1,994
SCEX22011D	791926.02.03.02.83	62ZP13FA	3,255
SCEX22011D	791926.02.03.03.81	62ZP13FA	1,983
CASX12012R	833011.02.08.11.EE07.12	62EE04	600
CASX12012D	884160.01.50.02.08	62IS70	2,869
CASX12012D	884617.10.10.02.08	62IS01	72,000
CASX12012D	884617.10.10.02.08	62IS01	129,574
CASX12012R	921179.01.08.11.CS11.12	62CS30	359
CASX22012R	921179.01.08.16.EM67.12	62EM32	40,000
SCEX22011D	936723.02.01.06.58	62ZP13FA	2,196
SCEX22011D	936723.02.01.08.54	62ZP13FA	8,450
EDUX22012D	980399.18.10	62HS30	83,000
EDUX22012D	980399.21.10	62HS30	160,000
EDUX22012D	980399.23.10	62HS30	50,000
EXPX22011D	986249.02.08	62IS01	122,545
			12,352,322

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,601	\$134,764,122
This Action	\$0	\$12,352,322
New Amount	\$262,196,602	\$147,116,444

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is \$317,334,466 exclusive of the Potential Fixed Performance Fee of \$16,800,898. The total Potential Fixed Performance Fee is \$16,800,898. The total estimated cost and Potential Fixed Performance Fee is \$334,135,364.

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			TBD	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through May 22, 2012.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$134,764,122	\$12,352,322	\$147,116,444

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000050		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Jane L. Thomas phone: (256) 544-7893 fax: (256) 544-8993 email: jane.l.thomas@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5		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 Net Decrease: -\$25,041.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 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:

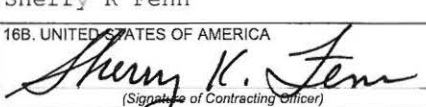
a. Deobligate funding in the amount of -\$25,041; thereby decreasing the total funding allotted to this contract from \$147,116,444 to \$147,091,403. The anticipated fund through date remains unchanged at May 22, 2012.

b. Add Earned Fixed Performance Fee of \$1,581,444 for the semi-annual fee period of Base Year 2.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.

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) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/15/2012

NAME OF OFFEROR OR CONTRACTOR
 DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Clause B.1 Estimated Cost and Potential Fixed Performance Fee Clause E.2 Contract Funding 3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$147,116,444
This Action	\$0	-\$25,041
New Amount	\$262,196,602	\$147,091,403

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4), exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through May 22, 2012.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$147,116,444	-\$25,041	\$147,091,403

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000051		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200429162	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center PS33/Jane L. Thomas phone: (256) 544-7893 fax: (256) 544-8993 email: jane.l.thomas@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: \$3,600,640.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 0 copies to the issuing office.

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

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

a) Provide incremental funding in the amount of \$3,600,640; thereby increasing the total funding allotted to this contract from \$147,091,403 to \$150,692,043; and

b) Revise the anticipated fund through date from May 22, 2012 to June 14, 2012.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.

Clause B.2 Contract Funding

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)

Sherry K Fenn

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000051PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$147,091,403
This Action	\$0	\$3,600,640
New Amount	\$262,196,602	\$150,692,043

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is \$317,334,466 exclusive of the Potential Fixed Performance Fee of \$16,800,898. The total Potential Fixed Performance Fee is \$16,800,898. The total estimated cost and Potential Fixed Performance Fee is \$334,135,364.

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through June 14, 2012.

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

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$147,091,403	\$3,600,640	\$150,692,043

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000052		3. EFFECTIVE DATE 05/21/2012		4. REQUISITION/PURCHASE REQ. NO. 4200433626	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule Net Increase: \$3,410,784.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Both
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

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

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

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

a) Provide incremental funding in the amount of \$3,410,784; thereby increasing the total funding allotted to this contract from \$150,692,043 to \$154,102,827;

b) Revise the anticipated fund through date from June 14, 2012 to July 9, 2012; and

c) Provide cleanup administrative updates and revisions throughout the contract.

2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Allison Hodgins - Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR 000052	15C. DATE SIGNED 5/21/2012	16B. UNITED STATES OF AMERICA [Signature]	16C. DATE SIGNED 05/21/2012

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000052	PAGE 2 OF 5
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised</p> <p>Page B-2 - Recapitulation of Funding</p> <p>Page H-3 - Clause H.6 Key Personnel Revised</p> <p>Page H-10 - Clause H.20 (b) ACAs updated</p> <p>Page J-1 - Update Attachment pages J-2 & J-7</p> <p>Page J-1-9 - Update PWS 2.3.c. referencing DRD 1292MA-012 to RESERVED</p> <p>Page J-1-10 - Update PWS 2.3.k, referencing DRD 1292MA-014 to RESERVED</p> <p>Attachment J-2 revised in its entirety</p> <p>Attachment J-5, Pages J-5-8 & J-5-9 revised</p> <p>Attachment J-7, Page J-7-1 revised</p> <p>Attachment J-9 revised in its entirety</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200433626

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22012D	086916.01.01.01.03.01	62FP02	\$ 50.00
EXPX22012D	086916.01.01.01.03.01	62FP30	\$ 385.00
SCEX22012D	269027.04.08	62HS30	\$ 2,157.00
EXPX22012D	277144.11.04.13	62HS30	\$ 20,000.00
SCEX22011D	281945.02.03.01.02.03	62ZP11FA	\$ 14,092.00
SPTX22012D	295670.01.08.04	62ZP30	\$ 43,893.00
EXPX22012D	371365.06.03.07	62ES33	\$ 8,726.00
EXPX22012D	387873.04.01.03.08	62ES62	\$ 7,403.00
EXPX22012D	387873.04.01.03.08	62ES62	\$ 26,679.00
EXPX22012D	387873.05.08	62ES62	\$ 30,730.00
SCEX22012D	388443.05.05.04	62ZP13	\$ 10,000.00
SCEX22012D	389018.02.14.01.04	62ZP11	\$ 3,612.00
SCEX22012D	389018.02.14.01.04	62ZP11FA	\$ 68,930.00
SCEX22011D	389018.02.15.02.09	62ZP11FA	\$ 59,745.00
EXCX22012D	424606.01.01.03	62CS30	\$ 2,519.00
EXCX22012D	424606.01.01.03	62CS30	\$ 547.00
CASX12012D	432938.08.01.08.01	62HS10	\$ 100.00
CASX12012D	432938.08.01.08.01	62ED01	\$ 100.00
CASX12012D	432938.08.01.08.09.01	62EM10	\$ 13,136.00
CASX12012D	432938.08.01.08.09.01	62EV34	\$ 5,000.00
CASX12012D	432938.08.01.08.09.01	62EV74	\$ 36,211.00
CASX12012D	432938.08.01.08.09.03	62EM50	\$ 10,800.00
CASX12012D	432938.08.01.08.09.03	62ES53	\$ 9,076.00
CASX12012D	432938.08.01.08.09.03	62ES53	\$ 6,804.00
CASX12012D	432938.08.01.08.09.03	62ES53	\$ 7,690.00
CASX12012D	432938.08.01.08.09.03	62ES53	\$ 8,481.00
CASX12012D	432938.08.01.08.09.03	62ES53	\$ 2,214.00
CASX12012D	432938.11.01.08.33	62ES43	\$ 9,467.00
CASX12012D	432938.11.01.08.33	62EV74	\$ 84,140.00
CASX12012D	432938.11.01.08.33	62EV74	\$ 64,798.00
CASX12012D	432938.11.01.08.34	62EO01	\$ 100.00
CASX12012D	432938.11.01.08.34	62EO01	\$ 100.00
CASX12012D	432938.11.01.08.34	62EO01	\$ 100.00
CASX12012D	432938.11.01.08.34	62EO01	\$ 100.00
CASX12012D	432938.11.01.08.34	62EO01	\$ 100.00
CASX12012D	432938.11.01.08.34	62EO01	\$ 100.00
CASX12012D	432938.11.01.08.34	62EO01	\$ 100.00
CASX12012D	432938.11.01.08.35	62ER42	\$ 117.00
CASX12012D	432938.11.01.08.35	62ES01	\$ 1,509.00
CASX12012D	432938.11.01.08.35	62ES01	\$ 11,801.00

CASX12012D	432938.11.01.08.39	62EM50	\$	156.00
CASX12012D	432938.11.01.08.39	62ES31	\$	100.00
CASX12012D	432938.11.01.08.39	62ET50	\$	5,170.00
CASX12012D	432938.11.01.08.39	62EV34	\$	120.00
CASX12012D	432938.11.01.08.39	62EV34	\$	120.00
CASX12012D	432938.11.01.08.39	62EV34	\$	120.00
CASX12012D	432938.11.01.08.39	62EV34	\$	120.00
CASX12012D	432938.11.01.08.39	62EV34	\$	120.00
CASX12012D	432938.11.01.08.39	62EV70	\$	100.00
SCEX22012D	509496.02.08.03.70	62ZP11	\$	69.00
SCEX22011D	509496.02.08.04.69	62ZP11FA	\$	1,957.00
SPTX22012D	563550.01.08.03	62ZP30	\$	53,250.00
EXPX22012D	585777.01.01.03	62XP01	\$	12,500.00
EXPX22012D	585777.01.01.03	62XP01	\$	50.00
EXPX22012D	585777.01.01.03	62XP01	\$	233.00
EXPX22012D	585777.01.01.03	62XP01	\$	182.00
EXPX22012D	585777.01.01.03	62XP03	\$	60,462.00
EXPX22012D	585777.01.10.10.03	62SF02	\$	727.00
EXPX22012D	585777.02.10.09.02.10	62EV74	\$	45,000.00
EXPX22012D	585777.02.33	62EM10	\$	35,403.00
EXPX22012D	585777.02.33	62EM20	\$	13,175.00
EXPX22012D	585777.02.33	62ER01	\$	6,341.00
EXPX22012D	585777.02.33	62ER21	\$	6,024.00
EXPX22012D	585777.02.33	62ER22	\$	21,838.00
EXPX22012D	585777.02.33	62ER41	\$	65,239.00
EXPX22012D	585777.02.33	62ER43	\$	19,869.00
EXPX22012D	585777.02.90.02.50.10	62ES52	\$	5,443.00
EXPX22012D	585777.02.90.02.50.10	62ES52	\$	30,054.00
EXPX22012D	585777.02.90.02.50.10	62ES52	\$	21,981.00
EXPX22012D	585777.02.90.02.50.10	62ES52	\$	4,209.00
EXPX22012D	585777.02.90.03.30.10	62ES53	\$	10,896.00
EXPX22012D	585777.02.90.03.30.10	62ES53	\$	94,438.00
EXPX22012D	585777.04.70.04.04.02	62ED04	\$	38,000.00
EXPX22012D	585777.08.10.10.20.10	62XP10	\$	150.00
EXPX22012D	585777.08.30.01.62.10	62EM60	\$	42,000.00
EXPX22012D	585777.08.30.01.62.10	62EM60	\$	100,000.00
EXPX22012D	585777.08.30.33	62ED02	\$	17,230.00
EXPX22012D	585777.08.30.33	62EM02	\$	415,326.00
EXPX22012D	585777.08.30.33	62EM10	\$	15,365.00
EXPX22012D	585777.08.30.33	62ES01	\$	269,072.00
EXPX22012D	585777.08.30.33	62ES33	\$	4,261.00

EXPX22012D	585777.08.30.33	62EV74	\$ 110,000.00
CASX12012D	736466.01.02.08.05	62HS50	\$ 270.00
CASX12012D	736466.01.08.08.04	62CS01	\$ 100.00
CASX12012D	736466.01.08.08.05	62CS30	\$ 45,925.00
CASX12012D	736466.03.01.08.02.05	62AS10	\$ 69.00
CASX12012D	736466.04.02.08.01.02	62AS50	\$ 10,920.00
CASX12012D	736466.05.01.08	62QD01	\$ 1,380.00
CASX12012D	736466.05.01.08	62QD01	\$ 104.00
CASX12012D	736466.05.01.08	62QD01	\$ 216.00
CASX12012D	736466.05.01.08	62QD01	\$ 58.00
CASX12012D	736466.05.01.08	62QD10	\$ 127.00
CASX12012D	736466.05.01.08	62QD12	\$ 1,015.00
CASX12012D	736466.07.04.08	62IS01	\$ 19,265.00
CASX12012D	736466.07.07.08	62IS01	\$ 2,498.00
EXPX22012D	747797.06.41.99.08	62FP30	\$ 124,000.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 500,000.00
EXCX22012D	904211.04.06.30.10	62EM50	\$ 7,992.00
EXCX22012D	904211.04.06.30.10	62EM50	\$ 4,860.00
EXPX22011D	953565.01.27	62FP30	\$ 603.00
EDUX22012D	980399.21.10	62HS30	\$ 510,000.00
EDUX22012D	980399.23.10	62HS30	\$ 83,000.00
TOTAL FUNDING			\$ 3,410,784.00

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$150,692,043
This Action	\$0	\$3,410,784
New Amount	\$262,196,602	\$154,102,827

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4), exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 9, 2012.

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

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$150,692,043	\$3,410,784	\$154,102,827

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

H.5 EXPORT LICENSES. (1852.225-70) (FEB 2000) -- ALTERNATE I (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
- (e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b) (3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

H.6 KEY PERSONNEL AND FACILITIES. (1852.235-71) (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



(End of clause)

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

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

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

(End of clause)

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

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

SECTION J - DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
ATTACHMENT J-1	Performance Work Statement	J-1-1 – J-1-48
ATTACHMENT J-2	Data Procurement Document	J-2-1 – J-2-47
ATTACHMENT J-3	Wage Determinations	J-3-1 – J-3-22
ATTACHMENT J-4	Performance Requirements Summary	J-4-1 – J-4-5
ATTACHMENT J-5	Surveillance and Cost Plus Fixed Performance Fee Plan	J-5-1 – J-5-17
ATTACHMENT J-6	Safety & Health Implementation Guide and Assessment Matrix	J-6-1 – J-6-3
ATTACHMENT J-7	Associate Contractor Agreements (ACAs)	J-7-1
ATTACHMENT J-8	Installation Provided Property and Services	J-8-1 – J-8-2
ATTACHMENT J-9	Applicable Regulations and Procedures	J-9-1 – J-9-9
ATTACHMENT J-10	Contract Security Classification and Specification (DD Form 254)	J-10-1 – J-10-2
ATTACHMENT J-11	Safety, Health and Environmental (SHE) Plan	J-11-1
ATTACHMENT J-12	Acronyms and Abbreviations	J-12-1 – J-12-9
ATTACHMENT J-13	PWS Work Breakdown Structure	J-13-1 – J-13-2
ATTACHMENT J-14	Personal Identity Verification (PIV) Procedures	J-14-1 – J-14-4
ATTACHMENT J-15	Organizational Conflict of Interest (OCI) Mitigation Plan	J-15-1

(End of clause)

ATTACHMENT J-1

- a. Prepare and submit monthly reports of project plans, status, and schedules in accordance with DRD 1292MA-008. Prepare and conduct monthly program management reviews including presentation and discussion of program priorities, project statuses, significant accomplishments, risk management, and problem areas.
- b. Track official communications with the Contracting Officer's Technical Representative (COTR) such as technical direction, requests for information, and transmittals, and provide status concerning all such communications in accordance with DRD 1292MA-008.
- c. Track monthly export control activities and report in accordance with DRD 1292MA-007.

2.2 Financial Management

The contractor shall plan, track, accumulate, and report contract costs and provide other financial support required to meet the budgeting, cost reporting, billing, and disclosure requirements of the contract. In performance of this function, the contractor shall:

- a. Maintain the current cost management system, Management Information Control System (MICS).
- b. Provide cost reports in accordance with DRD 1292MA-010.
- c. Prepare and submit the Financial Management Report (533M) in accordance with DRD 1292MA-009.
- d. Provide input data to the NASA Programming, Planning, Budgeting, Execution (PPBE) process. These data shall incorporate annual requirements projections in the form of Spend plans that match the PPBE horizon of the next Execution Year plus 5 years as Budget Year (BY), BY+1, BY+2, BY+3 and BY+4.
- e. Uniquely identify each Capital Asset acquired by its unique WBS on the NF533 submittal in accordance with NASA Interim Directive (NID) 9250, Identifying Capital Assets and Capturing Their Costs, dated September 30, 2007 or any superseding NASA requirements.
- f. Plan, track, execute, control, and report schedules and resources across functional activities in accordance with DRD 1292MA-008.

2.3 Contract Administration

In performance of contract administration functions, the contractor shall:

- a. Provide a single point of contact with contractual obligation authority for all contract administration functions and activities required in performance of this contract. This point of contact shall have access to all contract administration data and information related to performance of this contract.
- b. Provide on-line access to the contract administration information and data through MICS to the Contracting Officer (CO) and designated personnel. Provide labor data including contract totals by department, location, and WBS elements in accordance with DRD 1292MA-008.
- c. RESERVED

ATTACHMENT J-1

- d. Generate, edit, merge, maintain, and distribute documentation related to the performance of this contract in accordance with DRD 1292MA-002 including electronic documentation.
- e. Provide, implement, and maintain an on-line documentation management system in accordance with NPD 1440.6, *NASA Records Management*.
- f. Provide documentation access to CO- and COTR-designated personnel.
- g. Maintain an initial set of documentation and drawings that was generated under previous contracts related to the work described in this PWS and in accordance with DRD 1292MA- 002.
- h. Prepare and maintain a Documentation Tree that categorizes, lists, and describes all such documentation in accordance with DRD 1292MA-002.
- i. Prepare and submit documents for OCIO-sponsored user meetings and committees, and provide support for follow-up documentation for these meetings.
- j. Prepare and submit a Contractor Employee Clearance Document in accordance DRD 1292MA-013.
- k. RESERVED
- l. Prepare and submit an Organizational Conflict of Interest Plan in accordance with DRD 1292MA-015.

2.4 Procurement

In performance of this contract, the contractor shall:

- a. Implement and maintain a procurement information system as part of MICS in accordance with DRD 1292MA-008. The system shall accurately track the status of individual procurements, whether initiated by the online service ordering system or other means, from purchase request through final purchase order, delivery, and acceptance. The system shall provide for on-line funding verification of purchase requests prior to initiation of purchase orders.
- b. Provide, implement, and maintain procurement controls including: contractor policies and procedures governing standards of conduct, procurement processes and practices, and prevention of waste, fraud, and mismanagement.
- c. Provide all supplies, materials, and services (not otherwise furnished by the Government) required to perform the services and functions specified in the PWS and to accomplish the MITS mission.
- d. Provide replacement and spare parts or equipment, temporary labor services, vendor maintenance agreements, software subscription services, hardware engineering changes or updates, IT-related supplies and special general-purpose software packages necessary to perform the operations and maintenance functions of this contract.
- e. Provide hardware upgrades; systems and applications software licenses, renewals, and enhancements; services and maintenance, including utilizing Agency-wide or government-wide contracts or site software license agreements, for the systems for which the contractor is designated Systems Manager.
- f. The contractor shall provide IT equipment and IT software necessary to fulfill MSFC requirements, within the guidance of the Federal Acquisition Regulation (FAR), including utilizing government and NASA/MSFC contracts or site software license agreements.

2.5 Asset Management

ATTACHMENT J-5

2.3.2.4 Customer Support Center Call Response Timeliness (5%) The contractor shall provide a customer support center. To earn 100 percent of the fee, the Contractor shall respond to calls ≤ 5 minutes of initial call $> 95\%$ of the time. To earn 80% of the fee, call response time must be ≤ 5 minutes for 90-94% of the total calls. If the call response timeliness does not meet ≤ 5 minutes for 90% of the calls, the contractor shall receive 0 percent of the fee

Call Response Timeliness	% of available fee
$\geq 95\%$	100%
90 – 94%	80%
$< 90\%$	0%

2.3.2.5 Customer Support Center Ticket Closeout Accuracy (4%) The contractor shall provide a customer support center. To earn 100 percent of the fee, the Contractor shall ensure that all calls responded to or referred to other entities are closed prior to issuing trouble ticket closeout notification. If the contractor has greater than 1% and less than or equal to 2% of calls where the closeout notification was sent before being closed with all entities, 50 percent of the fee will be earned. If there are more than two percent of calls where the closeout notification was sent before being closed with all entities within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Ticket Closeout accuracy	% of available fee
$\leq 1\%$	100%
$> 1\%$ or $\leq 2\%$	50%
$> 2\%$	0%

2.3.3 Telecommunications Services Measures (17%) WBS 5.0 describes contractor activities required to provide telecommunications services to support the MSFC customers. This service includes telephone, facsimile, Cable Plant, Radio Frequency (RF) Spectrum management, emergency telecommunication, MAF Facility Modeling and other services. The efficiency of the Contractor's Service and Product Delivery effort is evaluated by the individual AQLs listed below:

2.3.3.1 Systems Availability (10%). The contractor shall maintain systems availability (with the exception of planned maintenance windows and outages beyond contractor control, e.g., force majeure, acts of terrorism, etc). To earn 100 percent of the fee, the Contractor shall provide all products and services required in WBS 5.0 with a 99.95% or better error free rate. To earn 75 percent of the fee, the Contractor shall provide all products and services with a 99.5% or better error free rate. Where the Contractor is unable to meet a 99.5% error free rate within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Systems Availability	% of available fee
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ATTACHMENT J-5

$\geq 99.95\%$	100%
99.5% - 99.9499%	75%
$< 99.9499\%$	0%

2.3.3.2 Move Add Changes (MAC) (2%). In support of move, add and change services for WBS 5.0, a mean time to install (MTTI) of ≤ 12 business hours is required to receive 100 percent of the fee. To earn 75 percent of the fee, the contractor shall have a MTTI of >12 business hours and ≤ 16 business hours. For a MTTI > 16 business hours, the contractor shall receive 0 percent fee.

Number of Late Deliverables	% of available fee
≤ 12 Business Hrs.	100%
>12 and ≤ 16 Business Hrs.	75%
> 16 Business Hrs.	0%

2.3.3.3 Mean Time to Repair for Radios (2%). The contractor shall provide in support of WBS 5.0 mean-time-to-repair for radios. The mean-time-to-repair is ≤ 2 days from report of failure and readily available at all times to earn 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not have more than 3 instances where these products and services are not available and/or current within any 6-month evaluation period. When the contractor exceeds 3 instances, the contractor shall receive 0 percent fee.

Number of instances late/unavailable	% of available fee
0	100%
1 – 3	75%
> 3	0%

2.3.3.4 Return to Service for Telephones (3%) In support of WBS 5.0, the contractor shall provide return-to-service for telephones within ≤ 2 hours of trouble ticket initiation. Ensure that all products and services in support of WBS 5.0, consistent with Agency direction and MSFC strategies, goals, and objectives at all times to earn 100% of the fee available for this element. To earn 50 percent of the fee, the Contractor shall not exceed 1 instance where developed products and services are not consistent with Agency and/or Center strategies, goals, or objectives. If the number of instances exceeds one, the contractor shall receive 0 percent fee.

Return to Service > 2 hours	% of available fee
0	100%
1	50%
> 1	0%

2.3.4 Applications and Web Services Measures (17%) WBS 6.0 describes contractor activities required to design, develop, maintain, and provide computer applications and web services for MSFC customers in compliance with established software and web standards. The

ATTACHMENT J-7

ASSOCIATE CONTRACTOR AGREEMENTS

(Associate Contractor Agreements shall be provided by the contractor to the Contracting Officer within one hundred-eighty (180) days of contract award and shall be incorporated in Attachment J-7 pursuant to Clause H.20, *Associate Contractor Agreements*.)

**ATTACHMENT J-9
Applicable Regulations and Procedures**

In addition to the regulations and procedures identified elsewhere in this Request for Proposal, the following regulations and procedures, and the latest revision thereto are applicable to the Contractor in performing this contract. This listing is not intended to relieve the Contractor of its responsibility for identification of applicable regulations and procedures and compliance therewith, when performing work for NASA under this contract.

CODE OF FEDERAL REGULATIONS

14 CFR 1221.1	NASA Seal, NASA Insignia, NASA Logotype, NASA Program Identifiers, NASA Flags, and the Agency's Unified Visual Communications System
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OMB CIRCULARS

Circular A-130	Management of Federal Information Resources
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NASA INTERIM DIRECTIVES

NID-9250 Identifying Capital Assets and Tracking Their Costs

NASA POLICY DIRECTIVES

NASA directives are available from the nasa online directives information system (nodis): http://nodis3.gsfc.nasa.gov/library/main_lib.html

NPD 1383.1	Release and Management of Audiovisual Products and Services
NPD 1383.2	NASA Assistance to Non-Government, Entertainment Oriented Motion Picture, Television, Video, and Multimedia Productions, Enterprises, and Advertising
NPD 1440.6	NASA Records Management
NPD 1490.1	NASA Printing, Duplicating, and Copy Management
NPD 1600.2	NASA Security Policy

ATTACHMENT J-9
Applicable Regulations and Procedures

NPD 2190.1	NASA Export Control Program
NPD 2200.1	Management of NASA Scientific and Technical Information
NPD 2521.1	Communications Material Review
NPD 2530.1	Monitoring or Recording of Telephone or Other Conversations
NPD 2540.1	Personal Use of Government Office Equipment including Information Technology
NPD 2570.5	NASA Electromagnetic (EM) Spectrum Management
NPD 2800.1	Managing Information Technology
NPD 2810.1	NASA Information Security Policy
NPD 2820.1	NASA Software Policies
NPD 4200.1	Equipment Management
NPD 4300.1	NASA Personal Property Disposal Policy
NPD 8610.6	Graphic Markings on Space Transportation Vehicles, U.S. Components of the International Space Station Component Systems, and Payloads
NPD 9501.1	NASA Contractor Financial Management Reporting System

NASA PROCEDURAL REQUIREMENTS

NPR 1040.1	NASA Continuity of Operations (COOP) Planning Procedural Requirements
NPR 1441.1	NASA Records Retention Schedules
NPR 1600.1	NASA Security Program Procedural Requirements
NPR 2190.1	NASA Export Control Program
NPR 2200.2	Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information (STI)
NPR 2800.1	Managing Information Technology
NPR 2810.1	Security of Information Technology

ATTACHMENT J-9
Applicable Regulations and Procedures

NPR 4100.1	NASA Materials Inventory Management Manual
NPR 4200.1	NASA Equipment Management Procedural Requirements
NPR 4200.2	Equipment Management Manual for Property Custodians
NPR 4300.1	NASA Personal Property Disposal Procedural Requirements
NPR 7120.5	NASA Space Flight Program and Project Management Requirements
NPR 8715.3	NASA General Safety Program Requirements
NPR 9501.2	NASA Contractor Financial Management Reporting

FEDERAL ACQUISITION REGULATIONS (FAR)

<u>FAR Part 39.2</u>	<u>Electronic and Information Technology (EIT) Accessibility, Section 508 of the Rehabilitation Act of 1973</u>
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NASA FAR SUPPLEMENT (NFS)

<u>NFS</u>	<u>NASA FAR Supplement</u>
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MARSHALL POLICY DIRECTIVES

MSFC Directories are available from the Directives Master List on the MSFC Integrated Document Library: <https://repository.msfc.nasa.gov/directives/>

MPD 1040.3	MSFC Emergency Program
MPD 1280.1	Marshall Quality Management System Manual
MPD 1380.1	Release of Information to News and Information Media
MPD 1800.1	MSFC Smoking Policy
MPD 1840.1	MSFC Environmental Health Program
MPD 1840.2	MSFC Hearing Conservation Program
MPD 2190.1	MSFC Export Control Program

ATTACHMENT J-9
Applicable Regulations and Procedures

MPD 2210.1	Documentation Input and Output of the MSFC Documentation Repository
MPD 2800.1	Management of Information Technology Systems and Services at MSFC
MPD 8500.1	MSFC Environmental Management Policy
MPD 8812.1	MSFC Facility Utilization Policy

MARSHALL PROCEDURAL REQUIREMENTS

MPR 1382.1	Protection of Privacy Act Information at MSFC
MPR 1410.2	Marshall Management Directives System
MPR 1420.1	MSFC Forms Management Program
MPR 1440.2	MSFC Records Management Program
MPR 1490.1	Printing, Reproduction, and Self-Service Copying Services
MPR 2220.1	Scientific and Technical Publications
MPR 2500.1	Marshall Telecommunications and Audio Visual Services
MPR 2800.2	Marshall information Technology Services
MPR 2800.4	Marshall Operational Readiness Review (MORR) for Center Applications and Web Sites

MARSHALL WORK INSTRUCTIONS

MWI 1380.1	Handling of Freedom of Information Act Requests
MWI 1500.1	Special Events Coordination
MWI 1520.1	Graphic and Publication Production Services
MWI 2210.1	MSFC Documentation Repository Input/Output and Data Management Project Requests

ATTACHMENT J-9
Applicable Regulations and Procedures

MWI 4200.1	Equipment Control
MWI 4300.1	Disposal Turn-Ins/Reutilization Screening
MWI 4520.1	Receiving
MWI 7120.2	Data Requirements Identification/Definition
MWI 7120.5	Data Management Plans, Programs/Projects
MWI 8540.2	Green Purchasing Program
MWI 8550.1	Waste Management
MWI 8621.1	Mishap and Close Call Reporting and Investigation 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) and Systems
MWI 8715.9	Occupational Safety Requirements for MSFC Contractors
MWI 8715.11	Fire Safety Program
MWI 8715.13	Safety Concerns Reporting System (SCRS)
MWI 8715.15	Operational Safety Assessment Program

ORGANIZATIONAL WORK INSTRUCTIONS

IS01-OWI-001	Document and Record Control
IS01-OWI-003	Contractor Evaluation Process and Contractor Interactions
IS01-OWI-007	Mission Readiness Review (MRR) Procedures
IS01-OWI-008	Information Technology Risk Management
IS01-OWI-009	Pricing and Delivery of CIO Services

ATTACHMENT J-9
Applicable Regulations and Procedures

STANDARD OPERATING PROCEDURES

Doc No.	New Doc. No.	Last Publication	Title
1b101		04/29/08	Processing Of Standard Operating Procedures
1b110		03/26/08	Facility Work
1b139		06/10/08	Scheduling And Operations Of Conference Facilities At Marshall Space Flight Center
1b203		04/29/08	Operation, Control, And Dispatch Of Vehicles
1b219		10/03/08	Reporting Movement of Contractor Controlled Property User Responsibilities
1b220		06/27/08	Sales Or Exchange Of Equipment
1b221		04/29/08	Equipment Condition Coding
1b223		08/26/08	Resetting Passwords And Lockouts For NDC And Office Of The CIO Managed Systems
302-001	3000-4622	07/31/07	Handling Security Violations
302-003	3000-4614	07/31/08	Roles And Responsibilities While On-Call
302-024	4000-FORM-047		<u>Encase Data Gathering Form</u>
302-025	4000-FORM-046		<u>Evidence Control and Chain of Custody Form</u>
302-031	3000-4633	08/01/07	<u>Entering Information into the Remedy Database</u>
302-032	3000-4634	08/01/07	<u>Hard-Closing Trouble Tickets</u>
302-033	3000-4627	07/31/07	<u>Transferring Trouble Tickets</u>
302-037	3000-4630	08/01/07	Intrusion Detection Systems
302-041	3000-4631	08/01/07	<u>Handling Trouble Tickets that are Transferred to IT Security</u>
302-053	3000-4632	08/01/07	<u>Release of IT Security Information</u>
302-061	3000-4617	03/12/07	Signature Guidelines for Intrusion Detection Systems
1B311	New	08/26/08	Service Restoration Team
1B312	New	05/15/08	Root Cause Analysis
1B313	New	06/27/08	MSFC Scientific and Technical Information (STI) Program
1B314	New	09/17/08	Unplanned Building Outage Notifications
2B9		06/10/08	Operations and Testing of the Emergency Warning System
2B18		03/26/08	Personnel Relocations
3B5		05/15/08	Operation and Maintenance of the Employee Television System

ATTACHMENT J-9
Applicable Regulations and Procedures

3B6	New	09/17/08	Applications and Web Services (A&WS) Test and Validation Process
4B3		07/10/08	Morris Auditorium Audio/Video Control
4B10		04/03/08	Duplicating Copyrighted Video Tapes, Optical Media and Films
4B17		07/10/08	Operations of Imaging Services
5B9		04/03/08	Marshall Space Flight Center Media Relations Mission Communications Support Requirements
5B21		07/31/08	Impoundment of Data
6B5		01/30/08	Fiber-Optics Outside Cable Plant Procedure
6B6	New	08/06/08	Installation and Acceptance Criteria for Intrabuilding/Cabling and Wiring
7B7		03/26/08	Mobile Radio Installations, Removals, Relocations and Frequency Changes at Marshall Space Flight Center and Michoud Assembly Facility
9B4		10/06/08	Telecommunications Manholes Entry
9B5		10/06/08	Safety Equipment and Usage
9B9		10/06/08	Hazardous Facilities, Operations, and Equipment
9B13		10/06/08	Fire Prevention Program
9B14		06/27/08	Severe Weather Emergencies
9B15		06/27/08	Material Handling and Equipment
9B16		04/29/08	Asbestos Hazardous Operations
9B17		10/06/08	Communications Towers Safety Criteria
9B26		10/06/08	Ergonomics Program
9B32		10/06/08	Safety Inspections and Remedial Action Plans
9B36		10/06/08	Confined Space Entry
9B37		10/06/08	Safety Criteria for Elevated Work Surfaces
9B39		02/13/08	Personnel Safety Training and Certification
9B40		02/13/08	Control of Hazardous Chemicals, Substances, and Materials
9B41	New	06/10/08	MSFC IT Security Incident Response
502.01	5000-4200	05/01/08	Service Order Control Desk
502.02	5000-4201	05/01/08	Still Photography
502.03	5000-4202	05/01/08	Still and Digital Laboratory
502.4	5000-4203	05/01/08	Instrumentation and Engineering
502.5	5000-1211	10/05/08	Test Area Video Documentation
502.8	5000-4204	05/01/08	Conference Facilities Support
502.10			SRS and ROM Procedures
502.11			Contingency Plan for Imaging Server
503.1	5000-4100	05/19/08	Live Shot
503.2	5000-4101	05/19/08	Video File
503.3	5000-4102	05/19/08	Tape Operations
503.4	5000-4103	05/19/08	POC Cut-in

ATTACHMENT J-9

Applicable Regulations and Procedures

503.6	5000-4104	05/19/08	Morris Auditorium
503.7	5000-4105	05/19/08	Mission Ops
10B201		03/06/08	Operations of the Marshall Space Flight Center Communications Message Center
10B211		02/13/08	Emergency Plan for Physical Security of the National Security Systems Enclave (NSSE)
10B213		06/10/08	Secure Facsimile Messages
10B214		10/03/08	Access and Control for the Marshall Space Flight Center National Security Systems Enclave (NSSE)
10B218		03/06/08	Handling of Classified Documents Within the National Security Systems Enclave (NSSE)
10B220		01/11/08	Maintenance and Configuration Control of Classified Equipment and Circuits
10B228		04/03/08	Destruction of Sensitive Applications Data
10B230		06/10/08	Flash Legacy (AUTODIN) Traffic Notification List
13B1	New	05/15/08	Operation and Maintenance of the All-Hands Teleconferencing System
13B503		07/10/08	Administrative Telephone Service at MSFC
13B504		11/17/08	Administrative Telephone Service at MAF
14B101		05/15/08	Processing Trouble Reports
14B102		01/24/08	Support of Facilities Outages Affecting Telecommunications at Marshall Space Flight Center
14B103	New	07/10/08	Major Outage Notifications and Escalations
14B120		01/24/08	Bomb Threats
16B101		05/15/08	Audio and Video Distribution, of Television Signals from the Central Distribution Center
16B103		07/10/08	Verification of Audio and Video Levels Within Marshall Space Flight Center Television System
16B104		07/10/08	Transmitting To or Receiving from the NASA Multichannel Systems
16B107		07/10/08	Acceptance of Video Signal to and from Common Carriers
16B114		07/10/08	Distribution of Television for Space Shuttle Missions
19B102		10/27/08	MSFC Telephone Switch Disaster Recovery Activities
19B105		08/26/08	NASA Information Support Center (NISC) Disaster Recovery
19B111		10/03/08	Midrange Data Center (Building 4663) Disaster Recovery Procedure

ATTACHMENT J-9
Applicable Regulations and Procedures

OTHER

General Records Schedules are available from the National Archives and Records Administration home page, "Records Management – Publications" at <http://www.nara.gov/records/index/html>

INFORMATION TECHNOLOGY SECURITY

Information Technology Security documentation is available at <http://www.nasa.gov/offices/ocio/itsecurity/index.html>

FIPS 199	Standards for Security Categorization of Federal Information and Information Systems
FIPS 200	Minimum Security Requirements for Federal Information and Information Systems
NIST SP 800-18	Guide for Developing Security Plans for Federal Information Systems
NIST SP 800-26	Security Self-Assessment Guide for Information Technology Systems
NIST SP 800-30	Risk Management Guide for Information Technology Systems
NIST SP 800-34	Contingency Planning Guide for Information Technology Systems
NIST SP 800-37	Guide for the Security Certification and Accreditation of Federal Information Systems
NIST SP 800-53	Recommended Security Controls for Federal Information Systems
NIST SP 800-61	Computer Security Incident Handling Guide

NNM10AA03C

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

MSFC Information Technology Services (MITS)

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Dynetics Technical Services, Inc.

CONTRACTOR

May 16, 2012

DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration					DATA PROCUREMENT DOCUMENT	
DOCUMENT CHANGE LOG					NO. ISSUE	
					1292 Revision B	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 05-16-12		SUPERSEDING: 06-08-11
						PAGE: 1 of 1
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
(DPD Revision)	INTRO	SGR	DRL	DRD		
Contract Mod. 0034 (Revision A)			X	X	Deleted the following DRD: 1292MA-004, Major Information Systems Portfolio	
				X	Update DRD 1292MA-002: Deleted contract deliverable from Attachment 1: Information Resources Strategic/implementation Plans to Establish the direction of changed based on Enterprise Architecture evaluation and Special Business Case Development.	
				X	Updated the following on DRD 1292MA-008: Deleted contract deliverable from Attachment 1: Weekly Activity Report (status, progress, and problem information and Customer Satisfaction Surveys Summary Report.	
					Service Request Status Report: Changed contract deliverable from "Monthly" to "Maintain Current".	
				X	DRD 1292MA-011: Updated Item 12: Monthly report: submit online to the Electronic Documentation System (EDS) by 10 th day of the month following monthly reporting period.	
Contract Mod. 0052 (Revision B)			X	X	Deleted the following DRDs: 1292MA-012, Badged Employee and Remote IT User Listing 1292MA-014, Position Risk Designation for Non-NASA Employee	
				X	Updated 1292MA-002 - Attachment1	
				X	Updated 1292MA-008 - Attachment 1	
			X	X	Added the following DRD: 1292CD-003, On-Site Employee Location Listing	

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, DRDs of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
CD	Contractual Data
CM	Configuration Management
LS	Logistics/Support
MA	Management
RM	Reliability and Maintainability
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 Bctions 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:

<u>TYPE</u>	<u>DESCRIPTION</u>
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 DRDs 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://avmcc.msfc.nasa.gov/repository/index.php>. 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.
 - 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.

MSFC Information Technology Services (MITS)

Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD – Contractual Data			
1292CD-001	2	Option Decision Package	IS01
1292CD-002	3	Technology Reports	ZP30
1292CD-003	3	On-Site Employee Location Listing	PS12
CM - Configuration Management			
1292CM-001	2	Configuration Management Plan	EE12
LS – Logistics Support			
1292LS-001	2	Government Property Management Plan	AS41
MA – Management			
1292MA-001	1	Management Plan	IS01
1292MA-002	1/2/3/4/5	Documentation	IS01
1292MA-003	2	Continuous Risk Management	QD20
1292MA-004	2	Major Information Systems Portfolio	IS01
1292MA-005	2	Work Breakdown Structure (WBS) and WBS Dictionary	CS40
1292MA-006	2	Reproduction and Printing Managements Reports	IS30
1292MA-007	2/3	Export Control Plan and Reports	IS01
1292MA-008	2/3/4/5	Reports	IS01
1292MA-009	3	Financial Management Report (533M)	CS40
1292MA-010	3	Cost Reports	IS01
1292MA-011	3	Contractor Self-Assessment Report	IS01
1292MA-012	3	Badged Employee and Remote IT User Listing	AS50
1292MA-013	3	Contractor Employee Clearance Document	AS50
1292MA-014	3	Position Risk Designation for Non-NASA Employee	AS50
1292MA-015	3	Organizational Conflicts of Interest (OCI) Mitigation Plan	PS33
RM – Reliability and Maintainability			
1292RM-001	1	Operability/Maintainability Plan	QD21
SA – Safety			
1292SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD12
1292SA-002	3	Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1292 | ISSUE: Revision B | 2. DRD NO.: 1292CD-001 |
| 3. DATA TYPE: 2 | | 4. DATE REVISED: 05-16-12 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Option Decision Package
7. **DESCRIPTION/USE:** To provide Option Decision Package to NASA for all MITS services.
8. **OPR:** IS01 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Option Decision Package ten (10) months prior to the effective date of Option.
12. **SUBMISSION FREQUENCY:** Options 1 and 2 Decision Packages ten (10) months prior to the effective date of Options 1 and 2 if Option 1 is exercised.
13. **REMARKS:** Any request for additional information will be made in writing by the Contracting Officer at least 14 days before the Option Decision Package is due. An Option Decision Package for MITS services shall be provided by the appropriate Contractor after receipt of award.
14. **INTERRELATIONSHIP:** Reference is made to Clause F.4, Special Conditions Applicable to Exercise of Options 1 and 2. PWS paragraph 1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Option Decision Package provides a cost reduction proposal, and any additional information that will be requested by the contracting officer. The Option Decision Package will address all MITS services that are awarded to the Contractor.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Option Decision Package shall include a technical refresh proposal and a cost reduction proposal, the Contractor's technical, cost, and schedule performance, as well as contract transition performance, status of completion of the integrated architecture and infusion of technology to accomplish transformation goals for all services provided to NASA. The package shall include any additional information the contractor considers relevant to NASA's decision to exercise future options.
- 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.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292CD-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/3
6. **TITLE:** Technology Reports
7. **DESCRIPTION/USE:** Provides NASA with technical information concerning any invention, discovery, improvement, or innovation made by a contractor in the performance of work under this contract for the purpose of disseminating this information to obtain increased use. Also, to provide NASA with data to review for possible patentable items.
8. **OPR:** ED11 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:**
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): Within 2 months of identification of reportable item.
Interim NASA New Technology Summary Report (NTSR) Form: 12 months from the date of the contract.
12. **SUBMISSION FREQUENCY:**
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): For each reportable item.
Interim NASA New Technology Summary Report (NTSR) Form: Every 12 months.
Final NASA New Technology Summary Report (NTSR) Form: Immediately or within three months after completion of contracted work. Final Payment is contingent upon submission of the Final NTSR.
13. **REMARKS:** Copies of NASA Form 1679 and the NASA New Technology Summary Report (NTSR) Form (Interim and Final) may be obtained and/or filled out at: <http://entre.nasa.gov/>. These forms may also be obtained from the New Technology Representative (<mailto:Carolyn.E.McMillan@nasa.gov>).
14. **INTERRELATIONSHIP:** PWS paragraph 2.0.g
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Technology Reports include technical detail as is necessary to identify and fully describe a "Reportable Item". Per NFS 1852.227-70, "Reportable Item" means any invention, discovery, improvement, or innovation of the contractor, whether or not the same is or may be patentable or otherwise protectable under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursable under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.
- 15.2 **APPLICABLE DOCUMENTS:**
 NFS 1852.227-70 New Technology Clause

DRD Continuation Sheet

TITLE: Technology Reports

DRD NO.: 1292CD-002

DATA TYPE: 3

PAGE: 2/3

15. DATA PREPARATION INFORMATION (CONTINUED):
15.3 CONTENTS: The Technology Reports consist of:

- a. Disclosure of Invention and New Technology (Including Software): In accordance with NFS 1852.227-70 (e)(2), the disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention. This reporting requirement may be met by completing NASA Form 1679 (latest revision) in hardcopy or online at: <http://entre.nasa.gov/>. Use of this form or the online system is preferred; however, if the form is not used the following information should be provided in order to meet the reporting requirement:
 1. Descriptive title.
 2. Innovator(s) name(s), title(s), phone number(s), and home address(es).
 3. Employer when innovation made (name and division).
 4. Address (place of performance).
 5. Employer status (e.g., Government, college or university, non-profit organization, small business firm, large entity).
 6. Origin (e.g., NASA grant number, NASA prime contract number, subcontractor, joint effort, multiple contractor contribution, other).
 7. NASA Contracting Officer's Technical Representative (COTR).
 8. Contractor/grantee New Technology Representative.
 9. Brief abstract providing a general description of the innovation:
 - (a) Description of the problem or objective that motivated the innovation's development.
 - (b) Technically complete and easily understandable description of innovation developed to solve or meet the objective.
 - (c) Unique or novel features of the innovation and the results or benefits of its application.
 - (d) Speculation regarding potential commercial applications and points of contact (including names of companies producing or using similar products).
 10. Additional documentation.
 11. Degree of technological significance (e.g., modification of existing technology, substantial advancement in the art, major breakthrough).
 12. State of development (e.g., concept only, design, prototype, modification, production model, used in current work).
 13. Patent status.
 14. Dates or approximate time period during which this innovation was developed.
 15. Previous or contemplated publication or public disclosure including dates.
 16. Answers to the following questions (for software only):
 - (a) Using outsiders to beta-test code? If yes, done under beta-test agreement?
 - (b) Modifications to this software continue by civil servant and/or contractual agreement?
 - (c) Previously copyrighted (if so, by whom)?
 - (d) Were prior versions distributed (if yes, supply NASA or Contractor contract)?
 - (e) Contains or is based on code owned by a non-federal entity (if yes, has a license for use been obtained)?
 - (f) Has the latest version been distributed without restrictions as to use or disclosure for more than one year (if yes, supply date of disclosure)?
 17. Name(s) and signature(s) of innovator(s).

DRD Continuation Sheet**TITLE:** Technology Reports**DRD NO.:** 1292CD-002**DATA TYPE:** 3**PAGE:** 3/3

15. DATA PREPARATION INFORMATION (CONTINUED):

- b. Interim NASA New Technology Summary Report (NTSR): This report shall consist of a listing of reportable items for the reporting period or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of the Interim NTSR shall satisfy this reporting requirement. Use of the form utilizing the online system at <http://entre.nasa.gov/> is preferred; however an alternate format is acceptable provided all required information is provided.
- c. Final NASA New Technology Summary Report (NTSR): This report shall consist of a comprehensive list of all reportable items for the contract duration or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of the Final NTSR shall satisfy this reporting requirement. Use of the form utilizing the online system at <http://entre.nasa.gov/> is preferred; however an alternate format is acceptable provided all required information is provided.
- d. Subcontracts: The contractor shall provide copies of subcontracts containing a patent rights clause upon Contracting Officer's request.

- 15.4 **FORMAT:** The Disclosure of Invention and New Technology (Including Software) report may use NASA Form 1679 (latest version) or the online system at: <http://entre.nasa.gov/>, or provide sufficient information to meet the reporting requirement.

The interim and final NASA New Technology Summary Reports may use the NTSR Form (Interim or Final whichever is applicable) utilizing the online system at: <http://entre.nasa.gov/> or provide sufficient information to meet the reporting requirement.

- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|--|---|
| 1. DPD NO.: 1292 ISSUE: Revision B
3. DATA TYPE: 3

6. TITLE: On-Site Employee Location Listing

7. DESCRIPTION/USE: To assist Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF) in conducting contractor floor checks.

8. OPR: PS12 9. DM: IS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: Fifteenth of month following first month of operation after Authority to Proceed (ATP)

12. SUBMISSION FREQUENCY: Update quarterly. 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, <i>Audit and Records--Negotiations</i> .

14. INTERRELATIONSHIP: PWS paragraph 1.2

15. DATA PREPARATION INFORMATION:
15.1 SCOPE: The On-Site Employee Location Listing shall provide MSFC or MAF with a list of all on-site contractor employees working under this contract and their designated locations.

15.2 <u>APPLICABLE DOCUMENTS:</u> None

15.3 <u>CONTENTS:</u> The On-Site Employee Location Listing shall include the following information for each employee: employee's name, position, location (building/room number), shift assignment, supervisor's name, and supervisor's location (building/room number).

15.4 <u>FORMAT:</u> Contractor format is acceptable.

15.5 <u>MAINTENANCE:</u> None required | 2. DRD NO.: 1292CD-003
4. DATE REVISED: 05-16-12
5. PAGE: 1/1 |
|--|---|

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|--|---|
| 1. DPD NO.: 1292 ISSUE: Revision B
3. DATA TYPE: 2

6. TITLE: Configuration Management Plan

7. DESCRIPTION/USE: To describe the contractor's method for accomplishing the configuration management requirements of the contract.

8. OPR: ED10 9. DM: IS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: 60 days after full assumption of contract responsibilities

12. SUBMISSION FREQUENCY: One time, revise as required

13. REMARKS: Reference is made to MIL-STD-973, <i>Configuration</i> . NOTE: Copies of MIL-STD-973 may be obtained through the NASA Technical Standards website (Click "Public Access").

14. INTERRELATIONSHIP: PWS paragraphs 7.2.d and 7.8

15. DATA PREPARATION INFORMATION:
15.1 SCOPE: The Configuration Management Plan (CMP) provides the contractor's proposed management approach for implementation of configuration management.

15.2 APPLICABLE DOCUMENTS:
MSFC-STD-3394 <i>Standard for Contractor Configuration Management, MSFC Programs/Projects</i>

15.3 CONTENTS: The CMP shall provide the information defined in MSFC-STD-3394, Appendix A.

15.4 FORMAT: Contractor format is acceptable with MSFC approval.

15.5 MAINTENANCE: Changes shall be incorporated by complete reissue. Update as required to maintain current with program changes. | 2. DRD NO.: 1292CM-001
4. DATE REVISED: 05-16-12
5. PAGE: 1/1 |
|--|---|

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292LS-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 05-16-12
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:** IS01
10. **DISTRIBUTION:** Cognizant property administrator
11. **INITIAL SUBMISSION:** Preliminary delivered during phase-in; 30 days prior to full assumption of contract responsibilities. Final two months after full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** 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 paragraphs 2.5 and 7.1.4.d
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	<i>Federal Acquisition Regulation, Part 45</i>
FAR	<i>Federal Acquisition Regulation, Part 52.245</i>
NFS 1852-245	<i>NASA/FAR Supplement and latest revisions thereto</i>
NFS 1852.245-80	<i>NASA FAR Supplement, Government Property Management Information (PIC 07-09)</i>
NPR 5100.4B	<i>Federal Acquisition Regulation Supplement (NASA/FAR Supplement) [48 CFR 1800-1899] (REVALIDATED 9/16/2008)</i>
- 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.	i. Reports.
b. Acquisition.	j. Consumption.
c. Receiving.	k. Utilization.
d. Identification.	l. Maintenance.
e. Records.	m. Subcontractor control.
f. Movement.	n. Disposition.
g. Storage.	o. Contract close-out.
h. Physical inventories.	
- 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.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292MA-001**
3. **DATA TYPE:** 1
4. **DATE REVISED:** 05-16-12
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:** IS01 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** During phase-in, 30 days prior to full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 2.0.d, 2.0.f and 2.6.d
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 the following:
 - 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 IV WBS task level.
 - b. 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.
 - c. Outlined by contractor organization with relationship clearly related to the WBS.
 - d. A process of setting goals and establishing policies, practices, procedures, and organizational structure to support the MSFC IT Governance processes.
 - e. Address quality assurance.
 - f. Address how the contractor's management structure and lines of authority will support the program management reporting requirements listed in the PWS in a fashion that contributes to the timely notice and resolution of ambiguities, concerns, and conflicts that arise in the performance of this contract.
 - g. An IT Security section that includes how they will develop, implement, and maintain IT Security. This section shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract.
- 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.: 1292 ISSUE: Revision B
3. DATA TYPE: 1/2/3/4/5

6. TITLE: Documentation

7. DESCRIPTION/USE: To provide necessary information for effectively utilizing and operating hardware and software systems for which the contractor has responsibility.

8. OPR: IS01 9. DM: IS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: See Attachment 1

12. SUBMISSION FREQUENCY: See Attachment 1

13. REMARKS:

14. INTERRELATIONSHIP: See Attachment 1

15. DATA PREPARATION INFORMATION:
15.1 SCOPE: Documentation will be provided on all hardware and software covered by the contract to the extent necessary to permit effective utilization.

15.2 APPLICABLE DOCUMENTS: None

15.3 CONTENTS: Documentation shall be in the form of manuals, plans, studies, technical bulletin, user guides, quick references, newsletters, and online files. Information is to be provided in sufficient detail and with such clarity to allow understanding necessary to plan and process work on the MITS systems. Administrative, operating, and technical information shall be included with examples as appropriate. A documentation tree shall be maintained for applicable documents. Specific documentation requirements are detailed in Attachment 1.

15.4 FORMAT: Contractor format is acceptable with COTR approval. See Attachment 1 for specific format requirements.

15.5 MAINTENANCE: Revisions made periodically to reflect current information. | 2. DRD NO.: 1292MA-002
4. DATE REVISED: 05-16-12
5. PAGE: 1/4 |
|--|---|

Attachment 1

Documentation	PWS paragraph	Frequency	Data Type	Format	Content
Special Studies	7.1.c	As Required	3	Online	Trade studies, feasibility studies, trend analyses, etc.
Initial set of documentation/drawings generated under previous contracts	2.3.g	Maintain	3	Hardcopy	Maintain a set of documentation and drawings that was generated under previous contracts related to the work
Generate , edit, merge, maintain, and distribute documentation related to performance of this contract	2.3.d	Maintain current	3	Online	Design drawings, specifications, technical configurations, diagrams, architectures, processes etc.
Documentation Tree	2.3.h	Maintain current	3	Online	Categorizes, lists and describes all documentation generated under this contract
Disaster Recovery Plan	3.4.a	Annually	1	Online	Develop, maintain and ensure a orderly recovery from a disaster that may render all or part of information facilities, systems, and equipment inoperable
Continuity of Operations Plan	3.4.e	Annually	1	Online	Identify the approach and process to ensure the continuous performance of NASA's mission-essential operations and functions during an emergency
Marshall Computing Systems engineering designs, reviews, system conflicts, planning cost estimates and statuses	7.1.e, 7.1.f, 7.1.g, 7.1.1.a, 7.1.1.b, 7.1.1.i, 7.3.f	As Needed	2	Online	Maintain and update customer requirements to include resource conflicts and system overloads, engineering designs, reviews, planning cost estimates and progress of status
Facilities Management documentation	2.8	Maintain current	3	Hardcopy	Documentation, floor plans, records of changes/moves, schedules, status, projects, requirements
Customer Requirements Management Plan, Analysis, and Reports	7.1.b	Semi-Annually	3	Hardcopy and online/database	Maintain and update customer requirements management plan, analysis and reports
Application Inventory Module	6.0	Maintain current	2	Online	Descriptions of MSFC applications and web services

Attachment 1

Documentation	PWS paragraph	Frequency	Data Type	Format	Content
Data Administration documentation	6.0j.2	Maintain current	1	Online	DA policies, procedures and standards, data architecture, data dictionary and models, orientation and training and quality assurance
Account management documentation	6.0, 7.3.e	Maintain current	5	Online	User account information (user-ids, access, quotas, requirements), smart cards, secure tokens, etc.
Software licenses	7.6.1.b.2, 7.2.f	Maintain current	5	Online	Maintain approved systems software licenses purchases, installation and activations
User training documentation	6.0.b, 7.0	Maintain current	2	Hardcopy and electronic	Class documentation, videotapes, hardcopy and computer-based tutorial information, reference information for user training and specialized training
Spare, tools, procedures, skills, & response time	7.6.2.g	Maintain current	3	Hardcopy	Documentation necessary to maintain equipment
Key contacts list for hardware/software maintenance functions	7.6.d	Maintain current	3	Online	Compile and maintain a list of key contacts (name, telephone number, email address, department, office and building number) responsible for coordinating and conducting the required hardware and systems software maintenance functions
Service Records	7.6.1.i	Maintain current	5	Online; CCAIMS	Service records for each system shall include date and type of equipment, service performed, list of parts used and costs, staff-hours utilized and downtime
Vendor documentation	7.1.d, 7.6.k	Maintain current	5	Hardcopy and online	Vendor documentation for all systems
MSFC Telephone Directory	5.1.k	Maintain current	1	Online	Act as the authoritative source for and prepare the online (name, telephone number, email address, department, office and building number) MSFC telephone directory

Attachment 1

Documentation	PWS paragraph	Frequency	Data Type	Format	Content
Cable plant documentation	5.3	Maintain current	3	Hardcopy and /or electronic	Inter-building cable systems and documentation; cable distribution systems and documentation
As-implemented systems configuration information	5.1.h	Maintain current	3	Online	Includes hardware numbers, software revision levels, user interface details, and circuit details, such as circuit numbers, circuit types, originating and terminating locations, installation date, and service request reference number

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292MA-003**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/1
6. **TITLE:** Continuous Risk Management
7. **DESCRIPTION/USE:** To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's risk management program.
8. **OPR:** QD20 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Plan, Analysis and Tracking Report -30 days after effective date of the contract
12. **SUBMISSION FREQUENCY:** Update Analysis and Tracking Report as part of Preliminary Design Review (PDR), Critical Design Review (CDR) and Acceptance Review (AR) data packages. Update Plan as required.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 4.3.2.a and 7.3.f
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Continuous Risk Management addresses how NASA risk management requirements are to be implemented throughout the program's life cycle. Risk Analysis identifies, evaluates, prioritizes and classifies the identified risks. The Risk Tracking Report provides risk metrics, verifies risk mitigation actions and documents risk decisions.
- 15.2 **APPLICABLE DOCUMENTS:**
NPR 7120.5 *Program and Project Management Processes and Requirements*
- 15.3 **CONTENTS:** The Continuous Risk Management shall specify how the contractor will satisfy the risk management requirements of NPR 7120.5 in a manner that is compatible with the CIO's Risk Management Plan. The plan shall specify how the contractor will document risk management activities and how the contractor will communicate risk issues and concerns to the Government.

The Risk Analysis shall contain the following data: 1) References to source data for identified risk areas such as test data, lessons learned, and technical analysis; 2) Catalog of all program/project risks; 3) Risk evaluation data that identifies the impact, probability and time frame for each risk; 4) Risk classification and prioritization data.

The Risk Tracking Report shall contain the following data: 1) Status of all risks and risk metrics; 2) Risk mitigation plans and verification of completed mitigation plans; 3) Risk decision summaries that will document replan of unsuccessful mitigation plans and risk acceptance/closures.
- 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.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292MA-005**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/2
6. **TITLE:** Work Breakdown Structure (WBS) and WBS Dictionary
7. **DESCRIPTION/USE:** To establish a framework for reporting program cost, schedule, and technical performance. To provide a basis for uniform planning, reporting status, program visibility, and assignment of responsibilities.
8. **OPR:** CS40 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** During phase-in, 30 days prior to full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** 30 days after effective date of the contract, update as required. Revised pages shall be submitted 10 calendar days after contract WBS changes (following Government approval).
13. **REMARKS:** Reference is made to NPD 7120.4 (Current Revision), *Program/Project Management*, and NPR 7120.5 (Current Revision), *NASA Program and Project Management Processes and Requirements*, and MIL-HDBK-881, *Department of Defense Handbook Work Breakdown Structure*, shall be used as guides in the preparation of the WBS and the WBS dictionary.
14. **INTERRELATIONSHIP:** PWS paragraph 1.2.b
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Work Breakdown Structure (WBS) establishes a product-oriented logical subdivision of hardware, software, services, facilities, etc., that make up the total project scope of work. The WBS Dictionary provides a narrative description of the tasks and effort to be performed in each WBS element.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The WBS and WBS Dictionary are two distinct project documents used for defining the approved project scope of work. The contents of each document are detailed in the following paragraphs:
 - a. The WBS index shall include:
 1. Line item number.
 2. WBS elements/tasks listed by title and indented to reflect the level (e.g., level 1 is total contract; levels 2 and following are successively lower levels).
 3. Indication of phase (i.e., research, development, test and evaluation; or production; or both) with which the WBS element is associated.
 4. Contract line item associated with the WBS element.
 5. Performance Work Statement (PWS) paragraph numbers associated with the WBS element.
 6. Specification number of the specification that covers the WBS element (if applicable). If the specification is associated with more than one WBS element, indicate the specification paragraph numbers associated with the WBS element.
 7. Contract end item number of WBS element (if applicable).
 - b. WBS Dictionary - The WBS dictionary shall describe the technical and cost content of every WBS element and efforts associated with each element (e.g., design, development, manufacturing). For WBS elements specified elsewhere for cost reporting, the WBS dictionary definitions shall also include the exact narrative of the directly associated PWS paragraphs. The WBS dictionary shall be arranged in the same order as the contract WBS index. Following the description of the WBS element shall be a listing of lower level WBS elements. The WBS dictionary shall include the following for each WBS element:
 1. WBS element title, number, and element task description.
 2. Performance measurement criteria (PMC).

DRD Continuation Sheet**TITLE:** Work Breakdown Structure (WBS) and WBS Dictionary**DRD NO.:** 1292MA-005**DATA TYPE:** 2**PAGE:** 2/2

15. DATA PREPARATION INFORMATION (CONTINUED):

3. PWS paragraph number.
4. Specification (number and title) associated with the WBS element.
5. Contract line item associated with the WBS element.
6. Date, revision number, Revision Buthorization and approved changes.
7. Contract end item/data item number and quantity.
8. Cost content and description.
9. WBS code and work order/work authorization.
10. Technical content.
11. System contractor.
12. Associate or subcontractor.
13. Applicable PWS narrative.

15.4 **FORMAT:** The WBS shall be in a chart format showing element relationships, arranged in the same order as the WBS provided in the Request for Proposal. The WBS Dictionary shall be ordered in consonance with the WBS index and shall reference each WBS element by its identifier and name.

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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292MA-006**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/2
6. **TITLE:** Reproduction and Printing Management Reports
7. **DESCRIPTION/USE:** To provide statistical production data from MSFC and MAF in-house duplicating facility and, to provide mandatory data to the Joint Committee on Printing (JCP) and to the Office of Budget and Management (OMB).
8. **OPR:** IS30 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** 30 days after full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** Statistical Production Data - Monthly & Quarterly reports 10 days after close of previous month. Annual JCP Report – 30 days after the end of the fiscal year. Annual Printing Management Report - as requested by the NASA Printing Management Officer at the NASA Shared Services Center
13. **REMARKS:** The MSFC Printing Office has the authority from the JCP to establish and maintain any in-house duplicating facilities and shall provide oversight on production matters. Forms may change from year to year and will be supplied by NASA Printing Management Office at the NSSC or the Government Printing Office (GPO).
14. **INTERRELATIONSHIP:** PWS paragraphs 8.4.1 and 8.4.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Reproduction and Printing Management Reports establishes the requirements for the preparation of a statistical report for the Agency. This data reflects the type of printing equipment at MSFC and MAF and printing production units/costs for the fiscal year.
- 15.2 **APPLICABLE DOCUMENTS:**

NPD 1490.1	<i>NASA Printing, Duplicating, and Copy Management</i>
MPR 1490.1	<i>Printing, Reproduction, and Self-Service Copying Services</i>
- 15.3 **CONTENTS:** The Reproduction and Printing Management Reports shall include the following:
 - a. The Statistical Production Data for in-house reproduction, commercial printing procurements and self-copying from multifunctional devices (MFD). This data shall be provided in accordance with MPR 1490.1 to the MSFC Printing Officer to include the following information: a current inventory of all reproduction, duplicating and copying equipment, machine production, and all associated costs (i.e.: lease/rental, maintenance, labor, and supplies). Reports for commercial printing procurement shall provide: printing requisitions, costs, and billing payments. Contractor's format may be acceptable but subject to change if necessary.
 - b. The Annual JCP Report shall be provided to the MSFC Printing Officer. The following forms specified can be found at the following website: <http://www.gpo.gov/forms/index.html>:
 1. JCP Form 1, Printing Plant Report.
 2. JCP Form 2, Commercial Printing Report.
 3. JCP Form 5, Annual Plant Inventory.
 4. JCP Form 7, Excess Equipment Disposal Report.
 - c. The Annual Printing Management Report shall be provided to the MSFC Printing Officer in accordance with NPD 1490.1. The format, statistical data, and delivery date of this report shall be determined each year by the NASA Printing Management Officer at the NASA Shared Services Center.

DRD Continuation Sheet**TITLE:** Reproduction and Printing Management Reports**DRD NO.:** **1292MA-006****DATA TYPE:** 2**PAGE:** 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED):**15.4 **FORMAT:** Contractor format for each report shall be in accordance with 15.3 of this DRD.15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292MA-007**
3. **DATA TYPE:** 2/3*
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/1
6. **TITLE:** Export Control Plan and Reports
7. **DESCRIPTION/USE:** To provide the contractor's plan for complying with export control requirements and reports of export control activities.
8. **OPR:** IS01 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Within 10 days after full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** Export Control Plan: Update Plan as required. Reports: Submit report monthly.
13. **REMARKS:** *The plan is Data Type 2. The reports are Data Type 3.
14. **INTERRELATIONSHIP:** PWS paragraph 2.1.d
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Export Control Plan and Reports provides export control processes and procedures and the report details export control activities.
- 15.2 **APPLICABLE DOCUMENTS:**

NASA FAR 1852.225-70	<i>Export Licenses</i>
NPD 2190.1	<i>NASA Export Control Program</i>
MPD 2190.1	<i>MSFC Export Control Program</i>
MPR 2190.1	<i>MSFC Export Control Program</i>
- 15.3 **CONTENTS:** The Export Control Plan and Reports shall include the following:
 - a. The plan shall detail the contractor's plan for meeting the export control requirements of the Export Administration Regulations (EAR), the International Traffic and Arms (ITAR), NASA FAR Supplement 1852.225-70, NPD 2190.1, MPD 2190.1 and MPR 2190.1. The plan shall provide an approach that is functionally able to address the elements of export control, including software release; foreign visitors/workers; scientific and technical information release; hardware; shipments; internet and web page information; and US Postal services, facsimile, and electronic mail information exchange. The plan shall also provide an approach which is functionally able to address any issues and incidents related to MSFC and Agency support systems and training of all personnel on export control processes and procedures.
 - b. The report shall detail all export control activities for the month reported. The data for the report shall be retrieved from the contractor's online database of export control activities.
- 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.: 1292 ISSUE: Revision B
3. DATA TYPE: 2/3/4/5

6. TITLE: Reports

7. DESCRIPTION/USE: These reports are used by NASA for visibility into contract activities.

8. OPR: IS01 9. DM: IS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: See Attachment 1. Specific due dates shall be as agreed between the contractor and the Contracting Officer's letter.

12. SUBMISSION FREQUENCY: See Attachment 1

13. REMARKS:

14. INTERRELATIONSHIP: See Attachment 1

15. DATA PREPARATION INFORMATION:
15.1 SCOPE: The Reports detail activity/performance and utilization reporting for the Contractor's progress and accomplishments.

15.2 APPLICABLE DOCUMENTS: None

15.3 CONTENTS: All reports shall be of sufficient depth and clarity to permit understanding and evaluation of progress made (See Attachment 1 for required reports). Supporting data in the form of charts, graphs, etc., may be included as appropriate.

15.4 FORMAT: Contractor format is acceptable with COTR approval. See Attachment 1 for specific format requirements.

15.5 MAINTENANCE: None required | 2. DRD NO.: 1292MA-008
4. DATE REVISED: 05-16-12
5. PAGE: 1/3 |
|--|---|

Attachment 1

Report/Information	PWS paragraph	Frequency	Data Type	Format	Content
Project plans, status and schedule (work accomplished, schedules, resources across functional activities)	2.1.a	Monthly	3	Online	Show interdependencies between functions and tasks; clearly delineate changes from previous month's schedule
Tracking official communication with COTR and provide status concerning all such communication	2.1.b	Maintain current	3	Online	Track technical direction, requests for information, transmittals, and provide status of all communication
Cost Management System	2.2.a	Maintain current	5	Online (MICS)	Plan, track, accumulate, and report contract costs and provide other financial support required to meet the budgeting, cost reporting, billing, and disclosure requirements of the contract
Plan, track, execute, control, and report schedules and resources across functional activities	2.2.f	Maintain current	3	Online	Report schedules and resource of all functional activity
Contract administration information system	2.3.b	Maintain current	5	Online	Provide on-line access to the contract administration information system and track costs by specific contract change orders, labor data including contract totals by department, location, and WBS elements to the Contracting Officer (CO) and designated personnel
Procurement information system	2.4.a, 2.4.b	Maintain current	5	Online (MICS)	Status tracking of individual procurements; funding verification; contractor policies/procedures, etc.
Customer Support Center Status System	4.1.5.d, 4.1.5.f, 4.1.5.g	Maintain current	4	Online	Information related to service requests, problems and resolutions
Service Request Status Reports	4.1.2.a, 4.1.2.d	Maintain current	3	Online	Maintain on-line service request for ordering, assigning, tracking, statusing, and archiving customer service requests

Attachment 1

Report/Information	PWS paragraph	Frequency	Data Type	Format	Content
Maintenance information	7.6.b	Monthly	3	Online	Information on operational failures, incidents, discrepancies, and problem disposition and resolution
Monthly Maintenance Reports	7.6.c	Monthly	3	Online	Information on outages (e.g., component involved, period of downtime, corrective actions).
Applications and Web Services Reports	6.0, Attachment J-4-3	Quarterly	3	Online	Trouble ticket score with supporting data

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292MA-009**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/2
6. **TITLE:** Financial Management Report (533M)
7. **DESCRIPTION/USE:** To provide monthly financial reports for monitoring program costs. The 533M report is the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.
8. **OPR:** CS40 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Initial 533M reporting shall begin no later than 30 days after full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** Monthly; no later than 10 working days following the close of the contractor's accounting month.
13. **REMARKS:** The data contained in the reports shall be auditable using Generally Accepted Accounting Principles.
14. **INTERRELATIONSHIP:** NFS 1852.242-73, *NASA Contractor Financial Management Reporting*, (November 2004). PWS paragraph 2.2.c
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.
- 15.2 **APPLICABLE DOCUMENTS:**
NPR 9501.2D *NASA Contractor Financial Management Reporting*
- 15.3 **CONTENTS:** The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Report (533M) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Form 533M and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.

533M Monthly Report shall include actual cost and cost projections at the total contract level.

A summary level page reflecting cumulative total contract cost since inception shall be included. Reconciliation between the 533M shall be submitted as an attachment to the 533M Report.

The following shall be addressed for each WBS element:

- a. Categories of cost:
 1. Direct Labor Hours – Regular.
 2. Equivalent Man-months – Regular.
 3. Direct Labor Hours – Overtime.
 4. Equivalent Man-months – Overtime.
 5. Non-productive Hours – Paid absence (sick, vacation, and holiday).
 6. Equivalent Man-months – Paid Absence.
 7. Total Direct Labor Dollars - Regular.
 8. Total Direct Labor Dollars - Overtime.
 9. Total Direct Labor Dollars – Premium.

DRD Continuation Sheet

TITLE: Financial Management Report (533M)

DRD NO.: 1292MA-009

DATA TYPE: 3

PAGE: 2/2

15. DATA PREPARATION INFORMATION (CONTINUED):

10. Fringe Benefits.
11. Labor Overhead.
12. Labor Subtotal.
13. Sub-Major.
14. Sub-Major-Total.
15. Sub-Minor.
16. Sub-Minor-Total.
17. Direct Material.
18. IT Vendor Maintenance.
19. Software.
20. Equipment.
21. Transmission Services.
22. Materials & Equipment Total.
23. Travel.
24. Training.
25. Relocation.
26. Purchased Services.
27. Other Direct (specify).
28. Subtotal Other Direct Costs.
29. G&A.
30. Subtotal Cost.
31. Award-fee.
32. Total.

b. WBS Summary by IT categories.

c. Cover letter explanation of any major deviation from contractor plan (plus or minus 5 percent or \$100,000 in any WBS).

d. Provisional award-fee billing will be prorated to each WBS.

e. Cost will be reported to the nearest dollar.

15.4 **FORMAT:** Contractor internal automated printout reports may be substituted for 533M form (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Form 533M. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).

15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|---|---|
| 1. DPD NO.: 1292
3. DATA TYPE: 3
6. TITLE: Cost Reports
7. DESCRIPTION/USE: To provide current budget guidelines and cost variances.
8. OPR: IS01 9. DM: IS01
10. DISTRIBUTION: Per Contracting Officer's letter
11. INITIAL SUBMISSION: 30 days after the incurrence of cost
12. SUBMISSION FREQUENCY: No later than 10 working days following the end of the contractor's accounting month
13. REMARKS:
14. INTERRELATIONSHIP: PWS paragraph 2.2.b
15. DATA PREPARATION INFORMATION:
15.1 SCOPE: The Cost Reports will comply with NASA budget guidelines and projected cost variances.
15.2 APPLICABLE DOCUMENTS: None
15.3 CONTENTS: The Cost Reports shall include projected and actual manpower and cost variances from the plan for the current fiscal year, magnitude of variances, reason for variances, and all projected activities that might affect the variances. The cost reports shall include:
a. Cost by NASA Organization (end-user).
b. Hardware/Software Procurement Status.
c. Accrued versus Vouchered Cost Status.
15.4 FORMAT: Contractor format is acceptable with Government approval.
15.5 MAINTENANCE: None required | 2. DRD NO.: 1292MA-010
4. DATE REVISED: 05-16-12
5. PAGE: 1/1 |
|---|---|

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|---|---|
| 1. DPD NO.: 1292 ISSUE: Revision B
3. DATA TYPE: 3

6. TITLE: Contractor Self-Assessment Report

7. DESCRIPTION/USE: To provide the contractor's self-assessment of performance of contract tasks.

8. OPR: IS01 9. DM: IS01

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: <u>Monthly report</u> : submit online through MITS Management Information and Control System (MICS) 10 days after first full month following effective date of the contract.

12. SUBMISSION FREQUENCY: <u>Monthly report</u> : submit online to the Electronic Documentation Management System (EDMS) by 10 th day of the month following monthly reporting period.

13. REMARKS:

14. INTERRELATIONSHIP: PWS paragraph 1.2.b

15. DATA PREPARATION INFORMATION:
15.1 SCOPE: The Contractor Self-Assessment Report provides the contractor's self-assessment of performance of the contract tasks.

15.2 <u>APPLICABLE DOCUMENTS:</u> None

15.3 <u>CONTENTS:</u> The Contractor Self-Assessment Report shall:
a. Describe the contractor's self-assessment of performance of the PWS tasks.
b. Describe the contractor's self-assessment of performance against the contract performance standards.

15.4 <u>FORMAT:</u> Contractor format is acceptable.

15.5 <u>MAINTENANCE:</u> None required | 2. DRD NO.: 1292MA-011
4. DATE REVISED: 05-16-12
5. PAGE: 1/1 |
|---|---|

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | |
|---|---|
| 1. DPD NO.: 1292 ISSUE: Revision B
3. DATA TYPE: 3

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: IS01

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 2.3.j

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 | 2. DRD NO.: 1292MA-013
4. DATE REVISED: 05-16-12
5. PAGE: 1/1 |
|---|---|

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292MA-015**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/2
6. **TITLE:** Organizational Conflicts of Interest (OCI) Mitigation 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:** During phase-in, not later than 30 calendar days prior to full assumption of contract responsibilities
12. **SUBMISSION FREQUENCY:** Update as required
13. **REMARKS:** Reference is made to 1852.237-72, *Access to Sensitive Information*; 1852.237-73, *Release of Sensitive Information*, Contract Clause H.2, *Mitigation of Organizational Conflict of Interest (OCI)*; H.3, *Limitation of Future Contracting* (NFS 1852.209-71) (Dec 1988); and H.4, *Organizational Conflict of Interest (OCI) Mitigation Plan*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.3.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflicts of Interest (OCI) Mitigation 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 (OCI) Mitigation 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) Mitigation Plan

DRD NO.: 1292MA-015

DATA TYPE: 3

PAGE: 2/2

15. DATA PREPARATION INFORMATION (CONTINUED):

- b. With regard to access to nonpublic information, the mitigation 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 mitigation 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 Mitigation 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 Mitigation 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.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292RM-001**
3. **DATA TYPE:** 1
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/2
6. **TITLE:** Operability/Maintainability Plan
7. **DESCRIPTION/USE:** To provide the Contractor and the Government a baseline document for Operability/Maintainability.
8. **OPR:** QD21 9. **DM:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Final version shall be submitted during phase-in, 30 days prior to full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** One time and revisions to reflect significant changes.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 7.6, 7.6.a, 7.6.1, 7.6.2.c and 7.6.2.d
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** This Operability/Maintainability Plan defines all system operability and maintainability activities appropriate for providing the services and performing the functions set forth in the PWS.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Operability/Maintainability Plan shall address for each system the applicable availability parameters, methodology for establishment of the parameters, identification and analysis of the risks associated with the parameters, and detailed approaches for performing within the defined parameters. The plan shall include:
 - a. **Availability Parameters:**
 1. Overall percentage of system availability.
 2. Preventive Maintenance:
 - (a) Schedule for performing.
 - (b) Downtime required.
 - (c) Meantime between failures.
 - (d) Define Principle Periods of Maintenance (PPM) for each system.
 3. Remedial Maintenance:
 - (a) Response time.
 - (b) Meantime to repair.
 - (c) Operational procedures to ensure system continue to operate while any failed component is being replaced.
 4. Methodology used to establish parameters.
 - b. **Identification and Analysis of Risks:**
 1. Failure modes and effects.
 2. Impact of nonavailability.
 3. Trade-offs.
 - c. **Detailed Performance Approach:**
 1. Preventive maintenance.
 2. Remedial maintenance.
 3. System backups.
 4. Warranty identification and enforcement.

DRD Continuation Sheet**TITLE:** Operability/Maintainability Plan**DRD NO.:** 1292RM-001**DATA TYPE:** 1**PAGE:** 2/2

15. DATA PREPARATION INFORMATION (CONTINUED):**d. Baselined Operation Hours:**

1. Scheduled hours of service.
2. Total hours in which business is scheduled.
3. Specified time period, e.g., month or quarter.

e. Format and Content of Monthly Maintenance Report.**15.4 FORMAT:** Contractor format is acceptable with MSFC approval.**15.5 MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1292 **ISSUE:** Revision B
2. **DRD NO.:** **1292SA-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 05-16-12
5. **PAGE:** 1/4
6. **TITLE:** Safety, Health, and Environmental (SHE) Plan
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:** IS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Draft with proposal. Final during phase-in; 30 days prior to full assumption of contract responsibilities.
12. **SUBMISSION FREQUENCY:** Update as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-5, *Pollution Prevention and Right-to-Know Information*; FAR 52.223-10, *Waste Reduction Program*. DRD 1292SA-002, *Mishap and Safety Statistics Report*. PWS paragraphs 2.7 and 5.3
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental Plan describes the contractor's methods of planning, implementing and controlling industrial safety, occupational health, and environmental requirements to ensure compliance with the MSFC SHE program over the duration of this contract.
- 15.2 **APPLICABLE DOCUMENTS:** Code of Federal Regulations (CFR) and listed consensus standards are applicable to all contracts to the extent specified in the contract. NASA and MSFC documents are applicable to all contracts performed onsite to extent specified in the contract.

29 CFR Part 1903	<i>Inspections, Citations, and Proposed Penalties</i>
29 CFR Part 1910	<i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i>
29 CFR Part 1926	<i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry</i>
CFR Title 40 Parts 1-1068	<i>Protection of Environment</i>
ANSI Standards applicable to the scope of this contract	
NFPA Standards	<i>National Fire Codes</i>
NASA-STD-8719.11	<i>Safety Standard for Fire Protection</i>
NPR 3792.1	<i>Plan for a Drug-Free Workplace</i>
NPR 8715.3	<i>NASA General Safety Program Requirements</i>
MPR 1040.3	<i>MSFC Emergency Plan</i>
MPD 1800.1	<i>MSFC Smoking Policy</i>
MPR 1800.1	<i>Bloodborne Pathogens</i>
MPR 1800.2	<i>MSFC Ergonomics Program</i>
MPR 1810.1	<i>MSFC Occupational Medicine</i>
MPD 1840.1	<i>MSFC Environmental Health Program</i>

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan

DRD NO.: 1292SA-001

DATA TYPE: 2

PAGE: 2/4

15. DATA PREPARATION INFORMATION (CONTINUED):

MPR 1840.1	<i>MSFC Confined Space Entries FFFASUFF one of the FFFAFFFAF gram</i>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPR 1840.4	<i>MSFC Asbestos Program</i>
MPD 1860.1	<i>Laser Safety</i>
MPD 1860.2	<i>MSFC Radiation Safety Program</i>
MPR 3410.1	<i>Training</i>
MWI 3410.1	<i>Personnel Certification Program</i>
MPD 8500.1	<i>MSFC Environmental Management Policy</i>
MPR 8500.2	<i>MSFC Environmental Management System Manual</i>
MWI 8621.1	<i>Close Call and Mishap Reporting and Investigation Program</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MWI 8715.1	<i>Electrical Safety</i>
MWI 8715.2	<i>Lockout/Tagout Program</i>
MWI 8715.3	<i>Hazard Identification & Warning System</i>
MWI 8715.4	<i>Personal Protective Equipment (PPE)</i>
MWI 8715.5	<i>Building Manager Program</i>
MWI 8715.9	<i>Occupational Safety Guidelines for Contractors</i>
MWI 8715.10	<i>Explosives, Propellants, & Pyrotechnics Program</i>
MWI 8715.11	<i>Fire Safety Program</i>
MWI 8715.12	<i>Safety, Health, and Environmental Finding Tracking System (SHEtrak)</i>
MWI 8715.13	<i>Safety Concerns Reporting System (SCRS)</i>
MWI 8715.15	<i>Ground Operations Safety Assessment & Risk Mitigation Program</i>
MPD 8900.1	<i>Medical Operations Responsibilities for Human Space Flight Programs (NOTE: This document only applies to Space Station contracts)</i>

15.3 CONTENTS: The contractor's Safety, Health, and Environmental (SHE) Plan shall provide a clear description of their approach and methods for ensuring their compliance with the following five (5) MSFC SHE Core Program Requirements (CPR) 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 management's 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) ensure 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 how the contractor ensures managers and employees are (1) held accountable to perform their jobs/tasks in a safe and healthful manner while also protecting the environment, (2) fully understand their roles and responsibilities in the MSFC SHE Program, and (3) when applicable, how these accountabilities, roles and responsibilities are flowed-down to all subcontractors.
3. A description of the actions taken by the contractor or the disciplinary program implemented when management or employees are discovered **not** performing their jobs/tasks in a safe and healthful manner, **not** protecting the environment, or **not** complying with MSFC SHE program requirements. When applicable, include how these actions or disciplinary program is also flowed-down to all subcontractors.
4. A description of how the contractor conducts and documents monthly SHE meetings and SHE awareness training for employees. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, shall document their monthly SHE meetings and SHE awareness training in the MSFC Supervisors Safety Web page (SSWP).)
5. A description of how the contractor conducts and documents self evaluations of their safety, health and environmental program. Include the frequency of when the contractor conducts these self evaluations.

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan

DRD NO.: 1292SA-001

DATA TYPE: 2

PAGE: 3/4

15. DATA PREPARATION INFORMATION (CONTINUED):

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 designated to serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.
7. A description of how the contractor ensures the SHE plan is maintained current with contract, NASA and MSFC requirements, reviewed and updated as necessary.
- b. System and worksite analysis:
 1. A description of how the contractor ensures potentially hazardous conditions identified in their work area, assigned jobs/tasks, and operations are evaluated/assessed and the hazardous conditions are removed or controlled (e.g., hazard analysis, safety assessment, risk assessment, safety review, and employee identified concerns).
 2. A description of how each contractor supervisor conducts and documents the 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 how the contractor intends to implement an emergency management program at their worksite in accordance with MPR 1040.3. Include a list of contractor emergency points-of-contact that will be located onsite. (**NOTE:** Onsite contractors and contractors located at MAF, when applicable, may use MPR 1040.3 as their emergency management program.)
 2. A description of how the contractor ensures all mishaps and close calls are reported, documented, and investigated to the extent necessary to determine root cause in accordance with MWI 8621.1. (Reference DRD 1292SA-002, *Mishap and Safety Statistics Report*).
 3. A description of the contractor's policy to conduct 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 the mishap in accordance with NPR 3792.1, "Plan for Drug-Free Workplace." (**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 and the results of these tests shall be provided to the MSFC Contracting Officer.)
 4. A description of how the contractor intends to provide safety, health, and environmental services that are applicable to this contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication, etc. Include a list of all safety, health and environmental services that will **not** be provided by MSFC or MAF, when applicable, for onsite work.
 5. A description of how the contractor ensures contractor employees are trained to and given the authority to suspend or stop work when they notice safety, health or environmental conditions that warrant such action in accordance with 29 CFR 1903 and MPR 8715.1.
- d. Safety, health and environmental training:
 1. A description of how the contractor ensures each contractor employee receives initial and refresher MSFC SHE training when required.
 2. A description of how the contractor evaluates/assesses each job/task/operation conducted by the contractor to ensure each contractor employee is (1) aware of the specific hazards associated with the job/task/operation they will be expected to perform, (2) trained to recognize hazards and avoid accidents, and (3) fully understands the contractor's disciplinary program in accordance with 29 CFR Part 1903, MPR 3410.1, and MPR 8715.1. (**NOTE:** Onsite employee and employees located at MAF, when applicable, training assessments shall be performed using the SHE Training Assessment located on the MSFC SSWP and documented in the MSFC SSWP.)
 3. A description of how the contractor identifies (1) competent employee, (2) qualified employee, (3) authorized employee, or (4) certified employees and provides and documents OSHA required training for these employees that have been identified to perform specific operations that require job specific training in accordance with the applicable parts of 29 CFR 1910 or 29 CFR 1926 for the job/task/operation being performed. [**NOTE:** This applies to job categories that do **not** require a MSFC Safety Certification per MWI 3410.1.]

DRD Continuation Sheet**TITLE:** Safety, Health, and Environmental (SHE) Plan**DRD NO.:** 1292SA-001**DATA TYPE:** 2**PAGE:** 4/4

15. DATA PREPARATION INFORMATION (CONTINUED):

4. A description of how the contractor will ensure employees receive safety certifications for all operations or job categories performed by the contractor that require a MSFC Safety Certification in accordance with MWI 3410.1, "Personnel Certification Program." (**NOTE:** Onsite contractor and contractors located at MAF, when applicable, safety certifications required by MWI 3410.1 shall be tracked in the MSFC Certification Database (CERTRAK).
 5. Provide a copy of any contractor developed training that will be used by the contractor in lieu of MSFC developed training for a MSFC Safety Certification required by MWI 3410.1 to the MSFC Industrial Safety Branch for approval prior to use. Provide a copy to the MSFC S&MA representative located at MAF for approval prior to use for any contractor developed training for MAF, when applicable.
- 15.4 **FORMAT:** Contractor format is acceptable, but it is recommended to follow the MSFC SHE CPR order as listed in 15.3 or provide a Matrix that clearly links where each MSFC SHE CPR sub-element is addressed in the contractor's SHE Plan.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1292 | ISSUE: Revision B | 2. DRD NO.: 1292SA-002 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 05-16-12 |
| | | 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:** QD12 9. **DM:** IS01
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 to the MSFC Industrial Safety Branch. Safety statistics for work performed at Michoud Assembly Facility (MAF) shall be submitted to the MSFC Safety and Mission Assurance (S&MA) representative located at MAF.
 1. Safety statistics shall be reported using MSFC Form 4371 or an equivalent electronic notification system.
 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-aid 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 Close Calls** for **ALL** contractors working **onsite** shall be reported 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 the initial notification can be made by calling the Safety Hotline (256) 544-0046 then followed up within 24 hours with an entry into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. At MAF call (504) 257-2526.
 - c. **Initial reporting for Type C that does not involve a lost time injury or illness, Type D, and Low-Visibility Close Calls** for **ALL** contractors working **onsite** 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:
 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, [at MAF call (504) 257-2526] or
 3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative. Access to IRIS database can be obtained from the MSFC S&MA IRIS administrator located in the MSFC Industrial Safety Branch after contract award.
 - d. **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 as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness by calling the Safety Hotline (256) 544-0046 then followed up within 24 hours with an entry into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative.
 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.
 - e. **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.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1292SA-002

DATA TYPE: 3

PAGE: 2/3

11. INITIAL SUBMISSION (CONTINUED):

- f. **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.
- g. **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 Industrial Safety Branch. (For contractors working offsite reporting of a non-work-related injury or illness notification is at the discretion of the family.)
- h. **Follow-up reporting for ALL contractors:**
 - 1. **Type A or B mishaps, Type C that involves a lost time injury or illness, or High-Visibility Close Calls:** Follow-up report **within 24 hours** after the initial notification through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
 - 2. **Type C that does not involve a lost time injury or illness, or D mishaps, or Low-Visibility Close Calls:** Follow-up report or update **within 6 days** after the initial notification through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
 - 3. **Type A, B, and Close Calls with High-Visibility 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.
- i. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **onsite** shall be reported per MPR 8715.1 and MWI 8715.13.
- j. Mishaps and Close Calls that occur at MAF shall be reported within the times specified in sections a thru g to the MSFC S&MA representative located at MAF by calling (504) 257-2526.
- k. Follow-up reporting for mishaps and Close Calls reported at MAF shall be reported within the times specified in section h to the MSFC S&MA representative located at MAF.

- 12. SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10th of each month to MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF. 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 Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF.

13. REMARKS:

- 14. INTERRELATIONSHIP:** DRD 1292SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.7

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

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

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1292SA-002

DATA TYPE: 3

PAGE: 3/3

15. DATA PREPARATION INFORMATION (CONTINUED):

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 a.2.
- 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.
- 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. Location or facility **not** owned or controlled by MSFC.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000053		3. EFFECTIVE DATE 05/30/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5		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) Net Decrease: -\$157,402.00
 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 52.232-22, Limitation of Funds

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.)

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

a) Provide a de-obligation of incremental funding in the amount of (\$157,402); thereby decreasing the total funding allotted to this contract from \$154,102,827 to \$153,945,425; and

b) No change is anticipated to the fund through date July 9, 2012;

2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:

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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 05/30/2012

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000053	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																																								
	<p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Deobligation Only Action</p> <p>Obligated Amount for this Modification: -\$157,402.00</p> <p>New Total Obligated Amount for this Award: \$153,945,425.00</p> <table><tr><td>PO</td><td>PLI#</td><td>ALI#</td><td>CMM</td><td>PLI</td><td>CMM</td><td>ALI</td><td>Amount</td></tr><tr><td>4600005128</td><td></td><td>1</td><td>38</td><td>1</td><td>2196</td><td></td><td>2,335.00</td></tr><tr><td>4600005403</td><td></td><td>1</td><td>53</td><td>2</td><td>53</td><td></td><td>67.00</td></tr><tr><td>4600005707</td><td></td><td>1</td><td>64</td><td>2</td><td>259</td><td></td><td>55,000.00</td></tr><tr><td>4600005865</td><td></td><td>1</td><td>19</td><td>2</td><td>285</td><td></td><td>100,000.00</td></tr></table> <p>Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>	PO	PLI#	ALI#	CMM	PLI	CMM	ALI	Amount	4600005128		1	38	1	2196		2,335.00	4600005403		1	53	2	53		67.00	4600005707		1	64	2	259		55,000.00	4600005865		1	19	2	285		100,000.00				
PO	PLI#	ALI#	CMM	PLI	CMM	ALI	Amount																																						
4600005128		1	38	1	2196		2,335.00																																						
4600005403		1	53	2	53		67.00																																						
4600005707		1	64	2	259		55,000.00																																						
4600005865		1	19	2	285		100,000.00																																						

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$154,102,827
This Action	\$0	(\$157,402)
New Amount	\$262,196,602	\$153,945,425

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 9, 2012.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$154,102,827	(\$157,402)	\$153,945,425

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 000054		3. EFFECTIVE DATE 06/05/2012		4. REQUISITION/PURCHASE REQ. NO. 4200435864	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$1,510,181.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

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

a) Provide incremental funding in the amount of \$1,510,181; thereby increasing the total funding allotted to this contract from \$153,945,425 to \$155,455,606; and

b) Revise the anticipated fund through date from July 9, 2012 to July 19, 2012;

2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:

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) Kimberly N Williams		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 06/05/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000054PAGE OF
2 6

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200435864

FUND	WBS	COST CTR	AMOUNT ON PR
SPTX22012D	114772.09.08	62ZP30	1,383
SCEX22012D	153351.05.05.05	62ZP11FA	50
EXPX22012D	277144.11.04.13	62HS30	22,200
EXPX22012D	277385.04.01.08.05	62ZP31	145
SPTX22012D	295670.01.08.01.15	62ZP12	5,422
EXCX22012D	361065.07.02.01	62IS40	8,329
EXCX22012D	361065.07.02.01	62IS40	1,300
EXCX22012D	361065.07.02.01	62IS40	100
EXPX22012D	371365.02.03	62ES52	1,918
SCEX22012D	378710.04.09.05	62ZP12FA	279
EXPX22012D	387873.01.08	62ZP01	257
SCEX22011D	389018.02.14.01.04	62ZP11	1,841
SCEX22012D	389018.02.14.01.04	62ZP11	19,565
SCEX22012D	397424.07.02.03.15	62ZP20	662
SCEX22012D	397424.07.02.03.20	62ZP02	3,591
EXCX22012D	401769.06.03.07.02.02	62EM60	63,750
EXCX22012D	401769.06.03.07.04.04	62ES42	48,001
EXCX22012D	401769.06.08.02.04.05	62ES43	20,146
EXCX22012D	424606.01.01.03	62CS30	2,519
EXCX22012D	424606.01.01.03	62CS30	547
CASX12012D	432938.09.01.08.12.22	62ZP12	13,663
CASX12012D	432938.11.01.08.32	62ES20	126
CASX12012D	432938.11.01.08.34	62EO01	100
CASX12012D	432938.11.01.08.34	62EO01	100
CASX12012D	432938.11.01.08.35	62ED02	98,473
CASX12012D	432938.11.01.08.35	62ER33	100
CASX12012D	432938.11.01.08.35	62ER33	100
CASX12012D	432938.11.01.08.35	62ER35	100
CASX12012D	432938.11.01.08.35	62ER35	100
CASX12012D	432938.11.01.08.35	62ER35	100
CASX12012D	432938.11.01.08.35	62ER35	100
CASX12012D	432938.11.01.08.35	62ER35	100
CASX12012D	432938.11.01.08.35	62ER42	600
CASX12012D	432938.11.01.08.39	62EM10	120
CASX12012D	432938.11.01.08.39	62EM10	120
CASX12012D	432938.11.01.08.39	62EM10	120
CASX12012D	432938.11.01.08.39	62EM10	100
CASX12012D	432938.11.01.08.39	62EM20	100
CASX12012D	432938.11.01.08.39	62EM40	100
CASX12012D	432938.11.01.08.39	62EM60	100

CASX12012D	432938.11.01.08.39	62EM60	100
CASX12012D	432938.11.01.08.39	62ES13	100
CASX12012D	432938.11.01.08.39	62ES21	100
CASX12012D	432938.11.01.08.39	62ES30	100
CASX12012D	432938.11.01.08.39	62ES30	100
CASX12012D	432938.11.01.08.39	62ES31	100
CASX12012D	432938.11.01.08.39	62ES31	100
CASX12012D	432938.11.01.08.39	62ES31	100
CASX12012D	432938.11.01.08.39	62ES32	100
CASX12012D	432938.11.01.08.39	62ES33	360
CASX12012D	432938.11.01.08.39	62ES41	100
CASX12012D	432938.11.01.08.39	62ES41	200
CASX12012D	432938.11.01.08.39	62ES51	100
CASX12012D	432938.11.01.08.39	62ES53	100
CASX12012D	432938.11.01.08.39	62ET20	100
CASX12012D	432938.11.01.08.39	62ET50	100
CASX12012D	432938.11.01.08.39	62EV02	100
CASX12012D	432938.11.01.08.39	62EV30	100
CASX12012D	432938.11.01.08.39	62EV30	100
CASX12012D	432938.11.01.08.39	62EV30	100
CASX12012D	432938.11.01.08.39	62EV30	100
CASX12012D	432938.11.01.08.39	62EV30	100
CASX12012D	432938.11.01.08.39	62EV34	120
CASX12012D	432938.11.01.08.39	62EV42	100
CASX12012D	432938.11.01.08.39	62EV44	100
CASX12012D	432938.11.01.08.39	62EV70	661
CASX12012D	432938.11.01.08.39	62EV71	100
CASX12012D	432938.11.01.08.39	62EV71	100
CASX12012D	432938.11.01.08.39	62EV72	100
CASX12012D	432938.11.01.08.39	62EV72	100
CASX12012D	432938.11.01.08.39	62EV74	100
CASX12012D	432938.11.01.08.39	62EV74	100
CASX12012D	432938.11.01.08.39	62EV74	100
CASX12012D	432938.11.01.08.39	62EV74	100
CASX12012D	432938.11.01.08.39	62EV74	100
CASX12012D	432938.11.01.08.41	62ES23	120
CASX12012D	432938.11.01.08.43	62ES23	58,000
SCEX22012D	511432.07.04	62ZP21	292
EXPX22012D	585777.01.01.04	62XP04	100
EXPX22012D	585777.01.10.10.03	62SF02	67

EXPX22012D	585777.01.10.10.03	62SF02	2,335
EXPX22012D	585777.02.10.07.02.10	62EV74	30,000
EXPX22012D	585777.02.10.09.02.10	62EV74	12,000
EXPX22012D	585777.02.10.09.02.10	62EV74	8,000
EXPX22012D	585777.02.10.09.02.10	62EV74	12,000
EXPX22012D	585777.02.33	62ED02	145,000
EXPX22012D	585777.02.33	62ED02	310,000
EXPX22012D	585777.02.33	62EM42	2,144
EXPX22012D	585777.02.33	62ES32	7,170
EXPX22012D	585777.02.33	62ET02	5,167
EXPX22012D	585777.02.33	62ET02	1,836
EXPX22012D	585777.02.33	62ET30	1,825
EXPX22012D	585777.02.40.03.02.10	62EV32	22,857
EXPX22012D	585777.02.40.05.04.10	62EV34	22,855
EXPX22012D	585777.08.20.01.02	62EO40	3,884
EXPX22012D	585777.08.20.10.48.10	62ER43	9,276
EXPX22012D	585777.08.30.01.62.01	62XP30	100
EXPX22012D	585777.08.30.01.62.01	62XP30	76
EXPX22012D	585777.08.30.33	62ED02	300,000
CASX12012D	679591.05.08	62CS01	150
CASX12012D	736466.01.04.08.03	62HS30	270
CASX12012D	736466.01.04.08.03	62HS30	100
CASX12012D	736466.01.04.08.03	62HS30	1,123
CASX12012D	736466.01.07.08.01	62PS01	100
CASX12012D	736466.01.08.08.04	62CS01	139
CASX12012D	736466.01.08.08.04	62CS01	100
CASX12012D	736466.01.08.08.04	62CS01	100
CASX12012D	736466.01.08.08.04	62CS01	100
CASX12012D	736466.01.08.08.04	62CS01	100
CASX12012D	736466.01.08.08.04	62CS01	11,926
CASX12012D	736466.01.08.08.04	62CS01	100
CASX12012D	736466.01.10.08.02.16	62AS40	100
CASX12012D	736466.05.01.08	62QD01	270
CASX12012D	736466.05.01.08.10.01	62EM10	2,750
CASX12012D	736466.06.08.08.07	62AS20	167
CASX12012D	736466.06.08.08.08	62AS20	300
CASX12012D	736466.06.08.08.08	62AS20	100
CASX12012D	736466.07.07.08	62IS01	1,784
CASX12012D	736466.07.07.08	62IS01	345
EXPX22012D	747797.01.02.99.08	62FP30	1,214
CASX12012D	811540.01.01.08	62EE11	16,000

CASX12012D	811540.11.03.07.08	62CS40	33,755
CECX62012D	821001.08.03.11	62AS10	134,925
SCEX22011D	916925.02.01	62FP30	100
SCEX22012D	936723.02.01.08.54	62ZP13	12,991
EDUX22012D	980399.23.10	62HS30	15,000
TOTAL FUNDING			\$ 1,510,181

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$153,945,425
This Action	\$0	\$1,510,181
New Amount	\$262,196,602	\$155,455,606

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 19, 2012.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$153,945,425	\$1,510,181	\$155,455,606

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

<u>Period</u>	<u>Rate</u>
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000055		3. EFFECTIVE DATE 07/12/2012		4. REQUISITION/PURCHASE REQ. NO. 4200440439	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5		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
Net Increase: \$1,959,503.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

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

a) Provide incremental funding in the amount of \$1,959,503; thereby increasing the total funding allotted to this contract from \$155,455,606 to \$157,415,109; and

b) Revise the anticipated fund through date from July 19, 2012 to July 31, 2012;

2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:

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)	
		Kimberly N Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	07/12/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNM10AA03C/000055

PAGE OF

2

5

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding 3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

PR 4200440439

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22012D	086916.01.01.01.03.01	62FP30	\$270
SPTX22012D	114772.09.08	62ZP30	\$218
CASX12012R	199008.02.08.82.VP1M.12	62ZP11	\$13,324
SCEX22012D	281945.02.19.01.11	62ZP11	\$1,674
SCEX22011D	304029.01.09	62CS40	\$71
EXCX22012D	361065.01.02.02	62IS40	\$17,316
EXCX22012D	361065.07.02.01	62IS40	\$100
EXPX22012D	371365.01.04	62ES22	\$100
SCEX22012D	389018.02.15.04.41	62ZP11	\$15,502
EXCX22012D	401769.06.03.03.02.07	62FP10	\$100
EXCX22012D	401769.06.03.03.02.07	62FP10	\$100
EXCX22012D	401769.06.03.03.02.07	62FP10	\$350
EXCX22012D	401769.06.03.03.02.07	62FP10	\$2,923
EXCX22012D	401769.06.03.07.02.02	62EM10	\$107,420
EXCX22012D	401769.06.03.07.02.02	62EM10	\$39,813
EXCX22012D	401769.06.08.02.04.05	62FP10	\$58
EXCX22012D	424606.01.01.03	62CS30	\$2,221
CASX12012D	432938.08.01.08.01	62ED01	\$120
CASX12012D	432938.08.01.08.01	62EE01	\$603
CASX12012D	432938.08.01.08.01	62EE04	\$100
CASX12012D	432938.08.01.08.01	62ES01	\$575
CASX12012D	432938.08.01.08.09.01	62ES32	\$10,018
CASX12012D	432938.10.02.08	62QD03	\$358
CASX12012D	432938.10.02.08	62QD03	\$26,047
CASX12012D	432938.11.01.08.32	62EV31	\$2,098
CASX12012D	432938.11.01.08.33	62EV31	\$73,949
CASX12012D	432938.11.01.08.33	62EV31	\$91,616
CASX12012D	432938.11.01.08.34	62EO60	\$100
CASX12012D	432938.11.01.08.35	62ED02	\$1,327
CASX12012D	432938.11.01.08.35	62ER22	\$100
CASX12012D	432938.11.01.08.35	62ER23	\$100
CASX12012D	432938.11.01.08.35	62ER33	\$150
CASX12012D	432938.11.01.08.35	62ER34	\$1,000
CASX12012D	432938.11.01.08.39	62EM10	\$200
CASX12012D	432938.11.01.08.39	62EM40	\$120
CASX12012D	432938.11.01.08.39	62ER01	\$967
CASX12012D	432938.11.01.08.39	62ER33	\$100
CASX12012D	432938.11.01.08.39	62ES01	\$967

CASX12012D	432938.11.01.08.39	62ES52	\$100
CASX12012D	432938.11.01.08.39	62ES53	\$100
CASX12012D	432938.11.01.08.39	62ES53	\$100
CASX12012D	432938.11.01.08.39	62ES62	\$100
CASX12012D	432938.11.01.08.39	62ES62	\$100
CASX12012D	432938.11.01.08.39	62ET02	\$403
CASX12012D	432938.11.01.08.39	62ET60	\$100
CASX12012D	432938.11.01.08.39	62EV44	\$100
CASX12012D	432938.11.01.08.39	62EV70	\$661
CASX12012D	432938.11.01.08.39	62EV72	\$270
CASX12012D	432938.11.01.08.39	62EV72	\$100
CASX12012D	432938.11.01.08.40	62EM60	\$450
SPTX22012D	563550.01.08.01	62ZP30	\$100
SCEX22012D	581291.01.01.01	62FP21	\$4,744
EXPX22012D	585777.01.01.03	62XP01	\$202
EXPX22012D	585777.01.01.03	62XP03	\$2,759
EXPX22012D	585777.01.01.03	62XP03	\$149,752
EXPX22012D	585777.01.01.03	62XP03	\$86,188
EXPX22012D	585777.01.01.04	62XP04	\$46,909
EXPX22012D	585777.01.01.04	62XP04	\$144,232
EXPX22012D	585777.01.01.04	62XP04	\$935
EXPX22012D	585777.01.01.04	62XP04	\$126,926
EXPX22012D	585777.01.01.04	62XP04	\$75,524
EXPX22012D	585777.01.10.10.03	62SF01	\$100,000
EXPX22012D	585777.01.10.10.03	62SF01	\$3,830
EXPX22012D	585777.01.10.10.03	62SF02	\$34,666
EXPX22012D	585777.02.33	62ET30	\$70,000
EXPX22012D	585777.02.33	62ET40	\$7,189
EXPX22012D	585777.08.20.01.02	62EO40	\$540
EXPX22012D	585777.08.30.01.62.01	62EM60	\$100,000
EXPX22012D	585777.09.60.01.62	62XP60	\$1,981
EDUX22012D	647044.02.12	62IS01	\$150,000
SCEX22012D	714607.01.01.02.02	62FP02	\$36,318
CASX12012D	736466.01.02.08.05	62HS50	\$100
CASX12012D	736466.01.04.08.02	62CS20	\$900
CASX12012D	736466.01.07.08.01	62PS01	\$100
CASX12012D	736466.01.07.08.01	62PS01	\$100
CASX12012D	736466.01.07.08.01	62PS01	\$183
CASX12012D	736466.01.08.08.04	62CS01	\$270
CASX12012D	736466.01.08.08.04	62CS01	\$100
CASX12012D	736466.01.08.08.04	62CS01	\$270

CASX12012D	736466.01.08.08.04	62CS01	\$120
CASX12012D	736466.01.08.08.04	62CS10	\$661
CASX12012D	736466.01.09.08.01	62AS01	\$661
CASX12012D	736466.01.09.08.03.04	62IS01	\$100
CASX12012D	736466.01.09.08.05.52	62AS20	\$18,198
CASX12012D	736466.01.09.08.05.52	62AS20	\$5,347
CASX12012D	736466.01.09.08.05.55	62HS50	\$100
CASX12012D	736466.03.01.08.02.05	62AS10	\$100
CASX12012D	736466.06.08.08.07	62AS20	\$90
CASX12012D	736466.06.08.08.07	62AS20	\$87
CASX12012D	736466.06.08.08.07	62AS20	\$5,963
CASX12012D	736466.07.01.08	62IS01	\$100
EXPX22012D	747797.01.01.99.08	62FP30	\$150
EXPX22012D	747797.01.02.99.08	62FP30	\$100
EXPX22012D	747797.01.02.99.08	62FP30	\$360
EXPX22012D	747797.01.02.99.08	62FP30	\$360
EXCX22012D	769347.05.08.07.01.01	62EO03	\$3,540
EXCX22012D	769347.05.08.17.01.01	62FP10	\$10,628
CASX12012D	811540.11.03.07.08	62CS40	\$25,781
CECX62012D	821001.08.03.11	62AS10	\$25,630
CECX62012D	821001.08.03.11	62AS10	\$6,198
EXCX22012D	904211.04.06.30.10	62EM50	\$57,377
CASX12012R	921179.01.08.11.AS04.12	62AS50	\$150,000
CASX12012R	921179.01.08.11.E551.12	62EM50	\$3,100
CASX12012R	921179.01.08.11.EM32.12	62EM31	\$1,964
CASX12012R	921179.01.08.11.EM30.12	62EM50	\$4,953
CASX12012R	921179.01.08.15.E455.12	62EM40	\$1,203
EDUX22012D	975423.12.10.01	62HS30	\$21,955
EDUX22012D	980399.21.10	62HS30	\$55,000
EXPX22011D	986249.01.06.08	62ED04	\$100
TOTAL			\$1,959,503

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$155,455,606
This Action	\$0	\$1,959,503
New Amount	\$262,196,602	\$157,415,109

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4), exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 31, 2012.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$155,455,606	\$1,959,503	\$157,415,109

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 000056		3. EFFECTIVE DATE 08/13/2012		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C x		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$10,301,335.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

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

a) Provide incremental funding in the amount of \$10,301,335; thereby increasing the total funding allotted to this contract from \$157,415,109 to \$167,716,444; and

REQUISITION AMOUNT	
1	4200447991 \$3,558,535.00
2	4200447129 \$6,742,800.00
TOTAL \$10,301,335.00	

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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 08/13/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNM10AA03C/000056

PAGE OF

2

6

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b) Revise the anticipated fund through date from July 31, 2012 to September 28, 2012;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

PR 4200447991

RD	FUND	WBS	COST CTR	AMOUNT ON PR
710	CASX12012R	199008.02.08.11.ZP11.12	62ZP11FA	867
642	EXPX22012D	277144.11.02.06	62HS30	6,240
640	EXPX22012D	277144.11.04.13	62HS30	6,000
202	EXPX22012D	277385.04.01.08.03	62EM20	4,482
807	EXPX22012D	279585.04.01.08	62ZP01	2,993
502	EXCX22012D	361065.07.02.01	62IS40	150
508	EXCX22012D	361065.07.02.01	62IS40	3,586
807	EXPX22012D	387873.01.08	62ES62	20,000
807	EXPX22012D	387873.01.08	62ZP31	20,000
710	SCEX22012D	389018.02.14.01.04	62ZP11FA	64,487
711	SCEX22012D	397424.07.02.02.03	62ZP12FA	45,031
634	SCEX22012D	397424.07.02.03.09	62ZP01	22,875
634	SCEX22012D	397424.07.02.03.09	62ZP01	16,125
809	EXCX22012D	424606.01.01.03	62CS30	818
700	CASX12012D	432938.08.01.08.01	62ED02	250,000
508	CASX12012D	432938.08.01.08.01	62EE11	100
508	CASX12012D	432938.08.01.08.06	62EV01	100
621	CASX12012D	432938.08.01.08.09.01	62EV44	53,846
202	CASX12012D	432938.09.01.08.12.08	62EM50	11,059
643	CASX12012D	432938.09.01.08.12.10	62EM42	16,165
502	CASX12012D	432938.10.02.08	62QD03	120
502	CASX12012D	432938.10.02.08	62QD03	120
508	CASX12012D	432938.10.02.08	62QD03	1,100
502	CASX12012D	432938.11.01.08.34	62EO60	100
502	CASX12012D	432938.11.01.08.34	62EO60	100
807	CASX12012D	432938.11.01.08.35	62ED04	646
502	CASX12012D	432938.11.01.08.35	62ER34	100
502	CASX12012D	432938.11.01.08.35	62ER43	200
502	CASX12012D	432938.11.01.08.39	62ED02	270
502	CASX12012D	432938.11.01.08.39	62EM32	205
502	CASX12012D	432938.11.01.08.39	62EM32	205
502	CASX12012D	432938.11.01.08.39	62EM32	205
643	CASX12012D	432938.11.01.08.39	62EM42	9,000
809	CASX12012D	432938.11.01.08.39	62EO01	115
615	CASX12012D	432938.11.01.08.39	62ER43	1,770
506	CASX12012D	432938.11.01.08.39	62ES01	250
700	CASX12012D	432938.11.01.08.39	62ES01	207
502	CASX12012D	432938.11.01.08.39	62ES31	300

502	CASX12102D	432938.11.01.08.39	62ET50	120
508	CASX12012D	432938.11.01.08.39	62EV42	120
508	CASX12012D	432938.11.01.08.39	62EV72	270
710	SPTX22012D	465372.01.08.01	62FP20	98,726
634	SCEX22012D	511432.07.06	62ZP01	12,125
710	SCEX22012D	511432.07.06	62ZP13FA	10,000
710	SCEX22012D	581291.01.01.02.02	62ZP02	45,000
653	EXPX22012D	585777.01.01.03	62XP03	136,653
809	EXPX22012D	585777.01.01.03	62XP03	202
301	EXPX22012D	585777.01.01.04	62XP04	38,888
632	EXPX22012D	585777.01.01.04	62XP04	22,226
700	EXPX22012D	585777.01.01.04	62XP04	155
619	EXPX22012D	585777.01.01.33	62ED02	751,000
646	EXPX22012D	585777.01.01.33	62ED02	124,000
202	EXPX22012D	585777.01.01.33	62EM41	4,500
643	EXPX22012D	585777.01.01.33	62EM42	30,000
627	EXPX22012D	585777.01.01.33	62ET30	112,000
505	EXPX22012D	585777.01.10.10.03	62SF01	82,500
505	EXPX22012D	585777.01.10.10.03	62SF02	161,142
505	EXPX22012D	585777.01.10.10.03	62SF02	129,179
505	EXPX22012D	585777.01.10.10.03	62SF02	75,431
505	EXPX22012D	585777.01.10.10.03	62SF02	56,307
700	EXPX22012D	585777.01.10.10.03	62SF02	58,273
631	EXPX22012D	585777.02.40.03.02.10	62EV32	20,000
631	EXPX22012D	585777.02.40.05.04.10	62EV34	20,000
202	EXPX22012D	585777.02.90.02.50.10	62ES51	20,088
202	EXPX22012D	585777.08.10.10.20.01	62XP10	9,508
202	EXPX22012D	585777.08.20.10.68.07.01	62ES12	46,421
202	EXPX22012D	585777.08.20.10.68.07.01	62ES12	28,517
202	EXPX22012D	585777.08.30.01.62.09	62EM10	2,401
202	EXPX22012D	585777.08.30.01.62.10	62EM10	81,008
623	EXPX22012D	585777.08.30.40.44.62.01	62ES42	5,843
700	EXCX22012D	672854.01.02.01	62TP01	11,333
202	SPTX22012D	677714.04.01.08	62EM41	13,198
710	SCEX22012D	714607.01.01.02.02	62ZP02	45,000
502	CASX12012D	736466.01.02.08.05	62HS50	100
809	CASX12012D	736466.01.04.08.03	62HS30	4,502
809	CASX12012D	736466.01.04.08.03	62HS30	58
508	CASX12012D	736466.01.05.08	62LS01	967
502	CASX12012D	736466.01.06.08.01	62RS03	120
502	CASX12012D	736466.01.07.08.01	62PS01	270

807	CASX12012D	736466.01.08.08.04	62CS01	2,800
807	CASX12012D	736466.01.08.08.05	62CS30	3,568
809	CASX12012D	736466.01.09.08.05.29	62HS10	699
508	CASX12012D	736466.01.09.08.05.52	62AS20	2,000
807	CASX12012D	736466.01.09.08.05.52	62AS20	838
809	CASX12012D	736466.02.04.08	62ED02	177
809	CASX12012D	736466.02.04.08	62ED02	65
809	CASX12012D	736466.02.04.08	62EM01	230
809	CASX12012D	736466.02.04.08	62EO01	115
809	CASX12012D	736466.02.04.08	62EO01	58
809	CASX12012D	736466.02.04.08	62EV01	920
809	CASX12012D	736466.02.04.08	62HS01	173
809	SPTX22012D	736466.02.04.08	62ZP01	58
506	CASX12012D	736466.04.02.08.01.02	62AS50	150,000
506	CASX12012D	736466.04.02.08.01.02	62AS50	31,654
506	CASX12012D	736466.04.02.08.01.02	62AS50	100,000
506	CASX12012D	736466.04.02.08.01.02	62AS50	200,000
507	CASX12012D	736466.04.02.08.08.01	62AS50	100
807	CASX12012D	736466.05.01.08	62QD01	21,994
700	CASX12012D	736466.07.07.08	62IS01	2,180
710	SCEX22012D	742887.04.08.01	62ZP11FA	14,333
700	EXCX22012D	769347.05.08.16.01.01	62FP10	174
710	SCEX22012D	791926.02.03.04.56	62ZP13FA	16,615
710	CASX12012R	833011.02.08.11.ZP16.12	62ZP11FA	13
615	CASX12012D	869021.03.08.01.19	62ES41	3,508
809	SCEX22012D	892840.11.08	62CS30	14,193
807	SPTX22012D	920121.01.08.01.01	62ZP30	3,000
613	SCEX22012D	920760.01.01.02.02	62FP02	44,671
710	SCEX22012D	920760.01.01.02.02	62ZP02	41,366
809	CASX12012R	921179.01.08.11.HS53.12	62HS30	21,195
640	EDUX22012D	980399.21.10	62HS30	3,500
642	EDUX22012D	980399.21.10	62HS30	50,000
508	EDUX22012D	980399.26.10	62HS30	1,250
509	EDUX22012D	980399.26.10	62HS30	5,000
642	EDUX22012D	980399.26.10	62HS30	4,000
				3,558,535

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FUND	WBS	COST CTR	AMOUNT ON PR
CASX12012D	736466.07.09.08	62IS01	687,718
CASX12012D	736466.07.08.08	62IS01	161,429
CASX12012D	736466.07.04.08	62IS01	75,797
CASX12012D	736466.01.09.08.03.07	62IS01	44,484
CASX12012D	736466.07.10.08	62IS01	71,079
CASX12012D	736466.01.09.08.03.07	62IS01	43,363
CASX12012D	736466.01.09.08.03.11	62IS01	215,778
CASX12012D	736466.07.01.08	62IS01	31,742
CASX12012D	736466.07.01.08	62IS01	218,773
CASX12012D	736466.07.01.08	62IS01	228,604
CASX12012D	736466.07.01.08	62IS01	424,336
CASX12012D	736466.07.03.08	62IS01	2,698,467
CASX12012D	736466.07.03.08	62IS01	212,530
CASX12012D	736466.01.09.08.03.10	62IS01	84,115
CASX12012D	736466.01.09.08.03.12	62IS01	77,748
CASX12012D	736466.01.09.08.03.12	62IS01	255,850
CASX12012D	736466.01.09.08.03.07	62IS01	139,385
CASX12012D	736466.01.09.08.03.09	62IS01	110,569
CASX12012D	736466.01.09.08.03.12	62IS01	143,498
CASX12012D	736466.01.09.08.03.06	62IS01	186,414
CASX12012D	736466.07.07.08	62IS01	33,525
CASX12012D	736466.01.09.08.03.04	62IS01	77,422
CASX12012D	736466.01.09.08.03.04	62IS01	3,348
CASX12012D	736466.07.07.08	62IS01	494,076
CASX12012D	736466.07.07.08	62IS01	22,750
			6,742,800

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$157,415,109
This Action	\$0	\$10,301,335
New Amount	\$262,196,602	\$167,716,444

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4), exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through September 28, 2012.

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

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$155,455,606	\$10,301,335	\$167,716,444

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000057		3. EFFECTIVE DATE 08/16/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -\$319,190.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

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

a) Provide a de-obligation of incremental funding in the amount of (\$319,190); thereby decreasing the total funding allotted to this contract from \$167,716,444 to \$167,397,254; and

	CMM	PLI	CMM	ALI	REQUISITION	AMOUNT
1	1	2228	4200418749	\$56,307.00		
2	1	2155	4200413178	\$187,452.00		
3	1	2196	4200416326	\$75,431.00		
TOTAL					-\$319,190.00	

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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 08/16/2012

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b) No change is anticipated to the fund through date September 28, 012;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 -- Contract Funding Revised Page B-2 -- Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$167,716,444
This Action	\$0	(\$319,190)
New Amount	\$262,196,602	\$167,397,254

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$4,672,006	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through September 28, 2012.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$167,716,444	(\$319,190)	\$167,397,254

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000058		3. EFFECTIVE DATE 08/24/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 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 52.213-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Bot C. OTHER (Specify type of modification and authority)				
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
1. The purpose(s) of this modification are to: a) Provide supplemental agreement to negotiated metric changes in attachment J-5 at no additional cost to the Government; (1) 2.3.3.1 'Telecommunications' Services Measures added to title, (2) 2.3.3.3 Mean-Time-To-Repair metric language revise, (3) MITS OCIO Monitor Survey revised; and b) No revision to the anticipated fund through date of September 28, 2012 is needed.					
2. Pursuant to the Changes Clause, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with Continued ...					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Allison Hodge, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams			
15B. CONTRACTOR/OFFEROR Allison Hodge		15C. DATE SIGNED 8/28/2012		16C. DATE SIGNED 08/24/2012	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000058	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>sidebars indicating change:</p> <p>Attachment J-5; Page J-5-8 2.3.3.1 Title Revised Attachment J-5; Page J-5-9 2.3.3.3 Metric Language Revised Attachment J-5; Pages J-5-10 through J-5-16 pages slipped due to changes Attachment J-5; Page J-5-17 MITS OCIO Monitor Survey Revised</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Total Amount for this Modification: \$0.00 Payment Terms: Net 30 days</p>				

ATTACHMENT J-5

2.3.2.4 Customer Support Center Call Response Timeliness (5%) The contractor shall provide a customer support center. To earn 100 percent of the fee, the Contractor shall respond to calls ≤ 5 minutes of initial call $> 95\%$ of the time. To earn 80% of the fee, call response time must be ≤ 5 minutes for 90-94% of the total calls. If the call response timeliness does not meet ≤ 5 minutes for 90% of the calls, the contractor shall receive 0 percent of the fee

Call Response Timeliness	% of available fee
$\geq 95\%$	100%
90 – 94%	80%
$< 90\%$	0%

2.3.2.5 Customer Support Center Ticket Closeout Accuracy (4%) The contractor shall provide a customer support center. To earn 100 percent of the fee, the Contractor shall ensure that all calls responded to or referred to other entities are closed prior to issuing trouble ticket closeout notification. If the contractor has greater than 1% and less than or equal to 2% of calls where the closeout notification was sent before being closed with all entities, 50 percent of the fee will be earned. If there are more than two percent of calls where the closeout notification was sent before being closed with all entities within any 6-month evaluation period, the contractor shall receive 0 percent fee.

Ticket Closeout accuracy	% of available fee
$\leq 1\%$	100%
$> 1\%$ or $\leq 2\%$	50%
$> 2\%$	0%

2.3.3 Telecommunications Services Measures (17%) WBS 5.0 describes contractor activities required to provide telecommunications services to support the MSFC customers. This service includes telephone, facsimile, Cable Plant, Radio Frequency (RF) Spectrum management, emergency telecommunication, MAF Facility Modeling and other services. The efficiency of the Contractor's Service and Product Delivery effort is evaluated by the individual AQLs listed below:

2.3.3.1 Telecommunications Systems Availability (10%). The contractor shall maintain systems availability (with the exception of planned maintenance windows and outages beyond contractor control, e.g., force majeure, acts of terrorism, etc). To earn 100 percent of the fee, the Contractor shall provide all products and services required in WBS 5.0 with a 99.95% or better error free rate. To earn 75 percent of the fee, the Contractor shall provide all products and services with a 99.5% or better error free rate. Where the Contractor is unable to meet a 99.5% error free rate within any 6-month evaluation period, the contractor shall receive 0 percent fee.

ATTACHMENT J-5

Systems Availability	% of available fee
$\geq 99.95\%$	100%
99.5% - 99.9499%	75%
$< 99.9499\%$	0%

2.3.3.2 Move Add Changes (MAC) (2%). In support of move, add and change services for WBS 5.0, a mean time to install (MTTI) of ≤ 12 business hours is required to receive 100 percent of the fee. To earn 75 percent of the fee, the contractor shall have a MTTI of >12 business hours and ≤ 16 business hours. For a MTTI > 16 business hours, the contractor shall receive 0 percent fee.

Number of Late Deliverables	% of available fee
≤ 12 Business Hrs.	100%
>12 and ≤ 16 Business Hrs.	75%
> 16 Business Hrs.	0%

2.3.3.3 Mean Time to Repair for Radios (2%). The contractor shall provide in support of WBS 5.0 mean-time-to-repair for radios. The mean-time-to-repair is ≤ 8 business hours from report of failure and readily available at all times to earn 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not have a mean-time-to-repair of >8 business hours and ≤ 10 business hours. When the contractor exceeds 10 business hours, the contractor shall receive 0 percent fee. Repair in this metric is defined as a return to service excluding the depot time outside the contractors control. The mean-time-to-repair time will be from report of failure until shipped to the depot plus the time when received from the depot, configured, and provided back to the user.

Number of instances late/unavailable	% of available fee
0	100%
>8 and ≤ 10 Business Hrs.	75%
> 10 Business Hrs.	0%

2.3.3.4 Return to Service for Telephones (3%) In support of WBS 5.0, the contractor shall provide return-to-service for telephones within ≤ 2 hours of trouble ticket initiation. Ensure that all products and services in support of WBS 5.0, consistent with Agency direction and MSFC strategies, goals, and objectives at all times to earn 100% of the fee available for this element. To earn 50 percent of the fee, the Contractor shall not exceed 1 instance where developed products and services are not consistent with Agency and/or Center strategies, goals, or objectives. If the number of instances exceeds one, the contractor shall receive 0 percent fee.

Return to Service > 2 hours	% of available fee
0	100%
1	50%
> 1	0%

ATTACHMENT J-5

2.3.4 Applications and Web Services Measures (17%) WBS 6.0 describes contractor activities required to design, develop, maintain, and provide computer applications and web services for MSFC customers in compliance with established software and web standards. The efficiency of the Contractor's Service and Product Delivery effort is evaluated by the individual AQLs listed below:

2.3.4.1 Trouble Ticket Response/Resolution (7%). The contractor shall provide trouble ticket response/resolution by application category as specified in the following tables. Using the scoring methods outlined, the Contractor shall receive 100% of available fee for calculated trouble ticket resolution rate greater or equal to 95%. Calculated Trouble Ticket resolution rate between 90-94% shall receive 80% of the available fee. Calculated Trouble Ticket resolution rate of less than 90% shall receive a zero percent of available fee.

Trouble Ticket Resolution Rate	% of available fee
≥ 95%	100%
90 – 94%	80%
< 90%	0%

The following paragraphs describe how the Applications and Web Services technical performance metric of trouble ticket response and resolution will be counted and scored.

Users, including MITS support personnel, shall document Applications and Web Services problems or concerns through the trouble ticket system. If customers identify problems directly to MITS support personnel, the Contractor shall in turn open a trouble ticket.

Applications and Web Services are categorized as 1, 2, or 3 (reference PWS paragraph 6.0) for the purpose of counting trouble ticket Response Times and Resolution Times. The contractor shall further delineate trouble tickets by types (Critical/Major, Minor, Cosmetic, or Other) according to the definitions below. Target Response Times and Resolution Times by Service Category and for Trouble Ticket type are shown in the following table.

SERVICE CATEGORY		TROUBLE TICKET TYPE			
		CRITICAL / MAJOR	MINOR	COSMETIC	OTHER
1	Target Response Time	30 min	30 min	30 min	30 min
	Target Resolution Time	2 hrs	2 business days	Next scheduled release	2 hrs
2	Target Response Time	1 hr	1 hr	1 hr	1 hr

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	Target Resolution Time	1 business day	3 business days	Next scheduled release	1 business day
3	Target Response Time	2 hrs	2 hrs	2 hrs	2 hrs
	Target Resolution Time	2 business days	5 business days	Next scheduled release	2 business days

Definitions of Types:

Critical or Major – Either (1) service is not operational or unavailable to critical users/many users, or (2) service is operational, but major features are unavailable or not functioning correctly.

Minor – Service is operational, but has nuisance problems causing inconvenience or work arounds.

Cosmetic – Errors or inconsistencies in appearance or presentation, but with no impact to functionality.

Other – Miscellaneous support, such as user assistance, password reset, application access, etc.

Target response times and target resolution times for each service will be determined by NASA in consultation with the contractor. Target times may be dependent upon coverage requirements. For example, target times for a given service may be category 1 during critical periods of operation, but may be category 3 at all other hours of normal operation. This would be coded as 1/3 and 3/2, where 3 represents periods of critical operation, and 2 represents normal hours of operation.

SCORING TROUBLE TICKET RESPONSE AND RESOLUTION MATRIX FOR APPLICATIONS AND WEB SERVICES

Assumptions:

- Total possible score is 100.
- If the total number of trouble tickets for the performance period is low, then the contractor is performing well and this will be reflected in the score.
- Trouble ticket resolutions are given more weight than response times. The weights are 60% and 40% respectively.

The score will be determined by the following formula, where

B = base value,

X = total of response time targets met for trouble tickets closed during the performance period,

Y = total of resolution time targets met for trouble tickets closed during the performance period, and

Z = total number of trouble tickets closed during the performance period:

$$\text{Score} = B + (100-B)(.4X + .6Y)/Z, \text{ for } Z > 0$$

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Score = 100 for Z = 0.

Example: If B= 0

X= 95

Y= 90

Z= 100

$$\begin{aligned}\text{Then score} &= 0 + (100-0) (.4 (95) + .6 (90)) / 100 \\ &= 100 (38 + 54) / 100 \\ &= 92\end{aligned}$$

The base values are determined according to the following table:

Number of Trouble Tickets Closed During Performance Period	Base Value
0	100
1	95
2	90
3	85
4	80
5	75
6	70
7	65
8	60
9	55
10	50
11	45
12	40
13	35
14	30
15	25
16	20
17	15
18	10
19	5
20 or more	0

Trouble ticket reporting requirements are defined in DRD 1292MA-008, Reports.

2.3.4.2 Schedule Adherence Timeliness (7%). The contractor shall meet all WBS 6.0 required product and service deadlines (as established by the COTR or designee) to earn 100% of the fee available for this element. To earn 90 percent of the fee, the Contractor shall not exceed average

ATTACHMENT J-5

days late being one and no critical milestones missed. To earn 80 percent of the fee, the Contractor shall not exceed late delivery of services or products of more than two days with no critical milestones missed. The contractor shall receive 50% of available fee for schedule adherence when the following average days late and critical milestones are missed: Average days late "3" or "4" with "0" critical milestones missed, or average days late "0", "1" or "2" with "1" critical milestone missed, or average days late "0" with "2" critical milestones missed. The contractor shall receive 0 percent of the available fee when services and products delivered per committed schedules with average days late/critical milestones missed as follows: average days late "5" with "0" critical milestones missed, or average days late "3", "4" or "5" with "1" critical milestone missed, or average days late "1", "2", "3", "4" or "5" with "2" critical milestones missed, or average days late \geq "0" with \geq "3" critical milestones missed.

Schedule Adherence/Timeliness	% of available fee
Services and products delivered per committed schedules with average days late being zero (0) and no critical milestones missed	100%
Services and products delivered per committed schedules with average days late being one (1) and no critical milestones missed	90%
Services and products delivered per committed schedules with average days late being two (2) days with no critical milestones missed	80%
Services and products delivered per committed schedules with average days late/critical milestones missed as follows: Average days late "3" or "4" with "0" critical milestones missed, or Average days late "0", "1" or "2" with "1" critical milestone missed, or Average days late "0" with "2" critical milestones missed	50%
Services and products delivered per committed schedules with average days late/critical milestones missed as follows: Average days late "5" with "0" critical milestones missed, or Average days late "3", "4" or "5" with "1" critical milestone missed, or Average days late "1", "2", "3", "4" or "5" with "2" critical milestones missed, or Average days late \geq "0" with \geq "3" critical milestones missed	0%

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2.3.4.3 Repository Services Availability (3%). The contractor shall ensure that uninterrupted service availability (with the exception of planned maintenance windows and outages beyond contractor control, e.g force majeure, acts of terrorism, etc.) for the period of 0700-01630 on normal duty days. Services to be monitored include:

- EDMS
- Directives Master List
- Forms Master List
- Technical Reports (MTRS)

Number of instances late/unavailable	% of available fee
0	100%
1 – 3	75%
> 3	0%

2.3.5 Computing Services Measures (17%) WBS 7.0 describes contractor activities required to implement, operate and maintain computing services. The efficiency of the Contractor's Service and Product Delivery effort is evaluated by the individual AQLs listed below:

2.3.5.1 System Availability (6%). The contractor shall ensure that all computing services are available. To earn 100% of the fee for this element, the contractor shall not fall below 99.8% uptime. To earn 50 % of the fee, the Contractor shall not fall below 99.5% uptime. The contractor shall receive a 0 percent fee for total system uptime below 99.5%.

System Uptime Percentage	% of available fee
99.8 - 100	100%
99.5 - 99.7999	50%
<99.5	0%

2.3.5.2 Return-to-Service (6%). The contractor shall provide return-to-service for Computing Services systems. In order to earn 100% of the available fee for this element, the contractor must ensure that any problematic system is returned to service within 4 hours of trouble ticket initiation. To earn 50 % of the fee, the Contractor shall not exceed 1 instance of late return-to-service. When the number of late return-to-service instances exceeds 1, the contractor shall receive 0 percent fee.

Number of Late Return-to-Service	% of available fee
0	100%
1	50%
> 1	0%

2.3.5.3 Maintenance Requests (5%). In order to receive 100% of the evaluation fee for the element, the contractor shall not be late more than 2 times during the evaluation period. The

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contractor shall receive 50% of the evaluation fee for the element if there are 3 to 4 late requests. For 4 or more late requests, the contractor shall receive 0% of the fee.

Number of Late Requests	% of available fee
2 or less	100%
3-4	50%
> 4	0%

2.3.6 Audio Visual Information Services Measures (17%) WBS 8.0 describes contractor activities required to provide management, operations, and production support for Audio Visual Information Services (AVIS). The efficiency of the Contractor's Service and Product Delivery effort is evaluated by the individual AQLs listed below:

2.3.6.1 Schedule Adherence / Timeliness (14%). The contractor shall meet WBS 8.0 required product and service deadlines (as established by the COTR or designee). This element will be measured using a percentage of missed schedules calculated as X/Y where X = # of Service Requests not delivered on time and Y = # of Service Requests closed during the reporting period. To earn 100% of the fee, the Contractor shall have missed delivery on $\leq .5\%$ of total Service Requests closed during the reporting period. To earn 90% of the fee, the Contractor shall have missed scheduled delivery $>.5\%$ but $\leq 1\%$ of total Service Requests closed in the reporting period. To earn 80% of the fee, the Contractor shall have missed scheduled delivery $>1\%$ but $\leq 1.5\%$ of total Service Requests closed in the reporting period. To earn 50% of the fee, the Contractor shall have missed scheduled delivery $>1.5\%$ but $\leq 2\%$ of total Service Requests closed in the reporting period. When the percentage of missed schedule deliveries is greater than 2% of total Service Requests closed in a reporting period, the contractor shall receive 0 percent fee.

Services and products not delivered per committed schedule	% of available fee
Percentage $\leq .5\%$ of total Service Requests closed during reporting period.	100%
Percentage $>.5\%$ but $\leq 1\%$ of total Service Requests closed in reporting period.	90%
Percentage $>1\%$ but $\leq 1.5\%$ of total Service Requests closed in reporting period.	80%
Percentage $>1.5\%$ but $\leq 2\%$ of total Service Requests closed in reporting period	50%

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2.3.6.2 Streaming Services Availability (3%). The contractor shall ensure that streaming servers, live streams and Desktop TV application are available at least 99.9% during regular business hours and 95% overall to achieve 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not fall below 99% during normal duty hours and 95% overall. The contractor shall receive a 0 percent fee for total system uptime below 95%.

Streaming Services Availability	% of available fee
$\geq 99.9\%$ during normal duty hours and $\geq 95\%$ overall	100%
99% - 99.899% during normal duty hours and $\geq 95\%$ overall	75%
$< 99\%$ during normal duty hours or $< 95\%$ overall	0%

3.0 **Audit Reporting Integrity**

If random audits by the COTR or appointed designee(s) detect self-surveillance reporting errors during any six month evaluation period, the Contractor's total performance fee for that period will be reduced as shown below. This deduction does not apply to reporting errors that have no effect on the performance fee.

Number of self-surveillance report errors	% of available fee
0	100%
1-2	98%
3-4	95%
5-6	90%
> 6	85%

MITS OCIO MONITOR SURVEY

NNM10AA03C
Mod 58

Date:	
Monitor Name:	
PWS Area:	

Rate the Contractor's performance by placing the appropriate **NUMBER (UP TO 2 DECIMAL PLACES)** shown under the adjective rating best representing your experience with services being provided. You are encouraged to provide comments in the section provided.

Performance Area:	Poor	Fair	Good	Very Good	Excellent	Comments
	1	2	3	4	5	
Competence and availability of contractor personnel.						
Responsiveness (unique requests, special assignments, change management, emergencies, etc.).						
Quality of deliverables (appropriateness, completeness, comprehensive, integrated, etc.).						
Collaboration, integration and proactive communication among team OCIO, other contractors, and with customers.						
Recognition of, and improvement in, critical problem areas.						
Cost control including accuracy of cost estimates and use of resources.						

Rating	Description	Score
Excellent	Performance is consistently of high quality with only negligible issues. Performance exceeds standard by a substantial margin, with few elements for improvement, all of which are minor	5
Very Good	Performance is generally above average with only minor issues. Performance exceeds standard; and although there may be several elements for improvement, these are more than offset by better performance in other elements	4
Good	Average performance level from a competent contractor with few issues noted. Performance is considered standard; and elements for improvement are approximately offset by better performance in other elements	3
Fair	Generally average performance but several performance issues noted. Performance is less than standard; and although there are elements of standard or better performance, these are more than offset by lower performance in other elements.	2
Poor	Numerous performance issues noted. Performance is less than standard by a substantial margin; and there are many elements for improvement which are not offset by better performance in other areas.	1

[END OF ATTACHMENT J-5]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 6	
2. AMENDMENT/MODIFICATION NO. 000059		3. EFFECTIVE DATE 09/07/2012		4. REQUISITION/PURCHASE REQ. NO. 4200448831	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35312		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1530 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$6,688,901.00
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 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

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

a. Obligate funding in the amount of \$6,688,901; thereby increasing the total funding allotted to this contract from \$167,397,254 to \$174,086,155. This changes the estimated fund through date from September 28, 2012 to November 30, 2012.

b. Add Earned Fixed Performance Fee of \$1,691,989 for the semi-annual fee period of 02/01/2012 - 07/31/2012 Option 1 Year 1.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.

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)	
		Kimberly N Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	09/07/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000059PAGE OF
2 6NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Clause B.1 Estimated Cost and Potential Fixed Performance Fee Clause B.2 Contract Funding 3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination				

PR 4200448831

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22012D	142612.04.08	62ES52	3,343
SPTX22012D	159234.01.08.04.01	62ES62	4,000
CASX12012R	199008.02.08.14.VP44.12	62ZP02	833
CASX12012R	199008.02.08.14.VP1M.12	62ZP02	152
SPTX22012D	228556.01.08	62EM42	25,000
CASX12012D	239493.77.15.01.08	62EO50	28,950
CASX12012D	239493.77.28.01.08	62IS01	20,000
SCEX22012D	281945.02.03.04.04	62ZP11FA	23,171
SCEX22012D	281945.02.19.01.11	62ZP01	2,993
SPTX22012D	295670.01.08.01	62ZP30	280
CASX12012R	313229.04.08.14.VP1L.12	62ZP02	1,236
SCEX22012D	378289.04.02.13	62ZP11FA	28,345
SCEX22012D	389018.02.08.01.16	62ZP11FA	13,780
SCEX22012D	389018.02.11.01.02	62ZP11FA	27,260
SCEX22012D	389018.02.11.01.17	62ZP11FA	10,377
SCEX22012D	389018.02.14.01.04	62ZP11FA	31,542
SCEX22012D	389018.02.14.01.09	62ZP11FA	17,300
SCEX22012D	389018.02.15.04.76	62ZP11FA	10,989
SCEX22012D	389018.02.15.04.78	62ZP11FA	18,018
SCEX22012D	389018.02.15.04.90	62ZP11FA	26,927
SCEX22012D	397424.07.02.03.09	62ZP01	35,000
EXCX22012D	401769.06.03.07.04.04	62ES42	14,311
EXCX22012D	424606.01.01.03	62CS30	236
SCEX22012D	431924.04.01.09	62ZP13	9,700
CASX12012D	432938.08.01.08.01	62ED04	50,000
CASX12012D	432938.09.01.08.12.01	62ZP12	6,823
CASX12012D	432938.09.01.08.12.26	62ES42	-
CASX12012D	432938.09.01.08.12.38	62ED04	55,581
CASX12012D	432938.10.02.08	62QD01	1,885
CASX12012D	432938.10.02.08	62QD03	392
CASX12012D	432938.10.02.08	62QD32	150
CASX12012D	432938.10.02.08	62QD33	120
CASX12012D	432938.11.01.08.33	62ED02	92,296
CASX12012D	432938.11.01.08.33	62ED04	10,230
CASX12012D	432938.11.01.08.35	62ED02	225,000
CASX12012D	432938.11.01.08.35	62ED02	250,000
CASX12012D	432938.11.01.08.35	62ED02	130,000

CASX12012D	432938.11.01.08.35	62ED02	177,540
CASX12012D	432938.11.01.08.35	62ER41	661
CASX12012D	432938.11.01.08.35	62ER42	120
CASX12012D	432938.11.01.08.35	62EV01	106,524
CASX12012D	432938.11.01.08.35	62EV70	831
CASX12012D	432938.11.01.08.39	62EE11	2,336
CASX12012D	432938.11.01.08.39	62EM41	100
CASX12012D	432938.11.01.08.39	62EM42	6,524
CASX12012D	432938.11.01.08.39	62EO03	2,000
CASX12012D	432938.11.01.08.39	62ET30	120
CASX12012D	432938.11.01.08.39	62ET50	120
CASX12012D	432938.11.01.08.39	62EV42	360
CASX12012D	432938.11.01.08.40	62ER01	1,342
CASX12012D	432938.11.01.08.40	62ES01	3,321
CASX12012D	432938.11.01.08.40	62ES01	3,321
SPTX22012D	453797.01.08	62ES62	3,190
SCEX22012D	509496.02.08.03.70	62ZP11FA	12,297
SCEX22012D	547714.04.15.01.69	62ZP11FA	13,780
SCEX22012D	573945.04.18.01.90	62ZP11FA	29,242
EXPX22012D	585777.01.01.33	62ED02	608,512
EXPX22012D	585777.01.01.33	62ED02	452,691
EXPX22012D	585777.01.01.33	62ED02	371,040
EXPX22012D	585777.01.01.33	62ED02	127,300
EXPX22012D	585777.01.01.33	62EM60	450,000
EXPX22012D	585777.01.10.10.03	62SF01	90,000
EXPX22012D	585777.02.10.07.02.10	62EV74	30,000
EXPX22012D	585777.02.11.01.01.10	62ED04	37,500
EXPX22012D	585777.02.21.01.01.10	62EV40	20,611
EXPX22012D	585777.02.21.01.01.10	62EV40	60,611
EXPX22012D	585777.02.40.04.03.10	62ER42	216,208
EXPX22012D	585777.02.40.07.06.10	62ER42	150
EXPX22012D	585777.02.60.02.21.10	62EM60	13,000
EXPX22012D	585777.04.70.04.04.02	62ED04	2,000
EXPX22012D	585777.08.20.10.48.10	62ER43	30,702
EXPX22012D	585777.08.20.10.48.10	62ER43	30,702
EXPX22012D	585777.08.30.01.62.04	62ES21	64,000
EXPX22012D	585777.08.30.01.62.08	62EM10	755
EXPX22012D	585777.08.30.50.62.01	62ET30	13,060
EXPX22012D	585777.08.30.50.62.02	62ET30	13,060
EXPX22012D	585777.08.30.50.62.03	62ET30	13,060
EXPX22012D	585777.08.30.50.62.04	62ET30	13,060

EXPX22012D	585777.08.50.50.10	62EM10	2,000
EXPX22012D	585777.08.50.50.10	62ES21	12,607
EXPX22012D	585777.08.50.50.10	62ET30	50,000
EXPX22012D	585777.08.50.60.10	62EV74	10,000
SCEX22012D	656052.04.04.07.01	62ZP11FA	20,151
SPTX22012D	657156.01.07	62ED04	2,200
CASX12012D	661822.05.08	62IS01	44,610
SCEX22012D	714607.01.05.01	62FP21	575
CASX12012D	724297.20.27.08	62EV44	100
CASX12012D	724297.20.27.08	62EV44	15,000
CASX12012D	736466.01.02.08.04	62HS10	633
CASX12012D	736466.01.03.08	62OS01	707
CASX12012D	736466.01.05.08	62LS01	553
CASX12012D	736466.01.06.08.01	62RS30	100
CASX12012D	736466.01.07.08.01	62PS01	4,320
CASX12012D	736466.01.07.08.01	62PS01	230
CASX12012D	736466.01.08.08.04	62CS01	11,491
CASX12012D	736466.01.08.08.04	62CS01	100
CASX12012D	736466.01.08.08.04	62CS01	270
CASX12012D	736466.01.08.08.04	62CS01	1,296
CASX12012D	736466.01.08.08.04	62CS01	955
CASX12012D	736466.01.09.08.05.35	62IS01	1,000,000
CASX12012D	736466.01.09.08.05.54	62FP40	21,800
CASX12012D	736466.02.04.08	62AS01	575
CASX12012D	736466.02.04.08	62ER01	375
CASX12012D	736466.02.05.08.02	62HS40	4,860
CASX12012D	736466.03.01.08.04	62AS10	331
CASX12012D	736466.06.08.08.07	62AS20	430
CASX12012D	736466.06.08.08.07	62AS20	29,732
CASX12012D	736466.07.01.08	62IS01	4,500
CASX12012D	736466.07.01.08	62IS01	32,000
CASX12012D	736466.07.01.08	62IS01	34,000
CASX12012D	736466.07.01.08	62IS01	62,500
CASX12012D	736466.07.03.08	62IS01	387,017
CASX12012D	736466.07.03.08	62IS01	31,000
CASX12012D	736466.07.04.08	62IS01	11,000
CASX12012D	736466.07.04.08	62IS01	12,500
CASX12012D	736466.07.04.08	62IS01	11,500
CASX12012D	736466.07.04.08	62IS01	38,000
CASX12012D	736466.07.04.08	62IS01	20,500
CASX12012D	736466.07.04.08	62IS01	16,500

CASX12012D	736466.07.04.08	62IS01	21,000
CASX12012D	736466.07.04.08	62IS01	27,500
CASX12012D	736466.07.07.08	62IS01	5,000
CASX12012D	736466.07.08.08	62IS01	24,000
CASX12012D	736466.07.09.08	62IS01	101,000
CASX12012D	736466.07.10.08	62IS01	10,500
CASX12012D	736466.07.10.08	62IS01	10,000
EXCX22012D	769347.05.08.08.01.01	62EO50	242,000
CECX62012D	821001.08.02.05	62AS10	49,000
CASX12012D	884160.01.50.02.08	62IS70	5,964
CASX12012D	884617.10.10.02.08	62IS01	60,592
SCEX22012D	920760.01.01.02.02	62FP02	25,700
CASX12012R	921179.01.08.11.E551.12	62EM50	3,100
CASX12012R	921179.01.08.11.EM30.12	62EM50	4,953
CASX12012R	921179.01.08.11.ES5F.12	62EM50	762
CASX12012R	921179.01.08.24.EM72.12	62EM50	1,011
CASX12012R	921179.01.08.25.EM72.12	62EM50	1,830
			\$6,688,901

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$167,397,254
This Action	\$0	\$6,688,901
New Amount	\$262,196,602	\$174,086,155

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through November 30, 2012.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$167,397,254	\$6,688,901	\$174,086,155

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000060		3. EFFECTIVE DATE 11/11/2012		4. REQUISITION/PURCHASE REQ. NO. 4200451248	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC NASA/Marshall Space Flight Center 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/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 5RWT5		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$677,575.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

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


a) Provide incremental funding in the amount of \$677,575; thereby increasing the total funding allotted to this contract from \$174,086,155 to \$174,763,730; and

REQUISITION AMOUNT

1 4200451248 \$677,575.00
TOTAL \$677,575.00

b) Revise the anticipated fund through date from November 30, 2012 to December 6, 2012;
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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/11/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000060PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

PR 4200451248

FUND	WBS	COST CTR	AMOUNT ON PR
EXCX22012D	361065.07.02.01	62IS40	248
EXCX22012D	401769.06.03.07.04.04	62ES42	11,218
CASX12012D	432938.09.01.08.04.01	62ED04	65,000
CASX12012D	432938.11.20.08.03.01	62ZP02	280,000
EXPX22012D	585777.01.01.02	62XP02	3,300
EXPX22012D	585777.01.01.02	62XP02	38,000
EXPX22012D	585777.01.01.03	62XP03	59,602
EXPX22012D	585777.08.10.10.20.01	62XP10	22,018
EXPX22012D	585777.08.20.01.02	62EO40	45
CASX12012D	736466.01.08.08.04	62CS01	100
CASX12012D	736466.01.09.08.05.50	62IS01	66,000
CASX12012D	736466.07.04.08	62IS01	93,000
EXPX22012D	747797.06.46.01.99.08	62EM10	2,934
EXPX22012D	764214.04.02.01	62ZP12	6,029
EXCX22012D	769347.05.08.16.01.01	62ES42	14,766
EXCX22012D	769347.05.08.17.01.01	62ES42	7,613
CASX12012D	884617.10.10.02.08	62IS01	174
CASX12012R	595551.01.08.11.VP1F.12	62ZP02	7,528
			677,575

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$174,086,155
This Action	\$0	\$677,575
New Amount	\$262,196,602	\$174,763,730

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through December 6, 2012.

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

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$174,086,155	\$677,575	\$174,763,730

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000061		3. EFFECTIVE DATE 10/17/2012		4. REQUISITION/PURCHASE REQ. NO. 4200453983	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$3,937,174.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

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

a) Provide incremental funding in the amount of \$3,937,174; thereby increasing the total funding allotted to this contract from \$174,763,730 to \$178,700,904; and

REQUISITION AMOUNT

1 4200453983 \$3,937,174.00
TOTAL \$3,937,174.00

b) Revise the anticipated fund through date from December 6, 2012 to January 1, 2013;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 10/17/2012

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$3,937,174.00 New Total Obligated Amount for this Award: \$178,700,904.00 Incremental Funded Amount changed: from \$174,763,730.00 to \$178,700,904.00</p> <p>Incrementally Funded through date changed from 12/06/2012 to 01/01/2013</p> <p>NEW ACCOUNTING CODE ADDED: PR 4200453983 \$3,937,174.00 Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200453983

FUND	WBS	COST CTR	AMOUNT ON PR
SCEX22012D	281945.02.19.01.11	62ZP11FA	\$ 120.00
SCEX22013D	389018.02.14.01.04	62ZP11	\$ 716.00
EXCX22012D	401769.06.08.02.04.05	62FP10	\$ 100.00
SCEX22012D	411672.06.04.01	62ZP22	\$ 506.00
EXCX22012D	424606.01.01.03	62CS30	\$ 1,900.00
CASX22013D	432938.08.01.08.01	62EE01	\$ 4,886.00
CASX12012D	432938.11.01.08.34	62EO50	\$ 100.00
CASX12012D	432938.11.01.08.39	62ER51	\$ 150.00
CASX12012D	432938.11.01.08.40	62ES01	\$ 1,987.00
SPTX22012D	563550.01.08.01	62ZP30	\$ 6,500.00
SPTX22013D	563550.01.08.03	62ZP30	\$ 53,250.00
CASX22013D	572196.08.08	62IS70	\$ 41,448.00
CASX22013D	572196.11.08	62IS70	\$ 44,000.00
CASX22013D	572196.11.08	62IS70	\$ 463,000.00
EXPX22012D	585777.01.01.02	62XP02	\$ 518.00
EXPX22012D	585777.01.01.02	62XP02	\$ 202.00
EXPX22013D	585777.01.01.02	62XP02	\$ 1,037.00
EXPX22013D	585777.01.01.02	62XP02	\$ 202.00
EXPX22013D	585777.08.30.01.62.01	62XP10	\$ 192.00
EXPX22013D	585777.08.30.01.62.10	62EM60	\$ 12,500.00
EXPX22013D	585777.08.30.10.44.62.01	62EM60	\$ 17,000.00
EXPX22013D	585777.08.30.50.62.01	62EM60	\$ 5,000.00
EXPX22013D	585777.08.30.50.62.01	62ET30	\$ 20,690.00
EXPX22013D	585777.08.30.50.62.02	62EM60	\$ 12,500.00
EXPX22013D	585777.08.30.50.62.02	62ET30	\$ 7,630.00
EXPX22013D	585777.08.30.50.62.03	62EM60	\$ 967.00
EXPX22013D	585777.08.30.50.62.03	62EM60	\$ 12,500.00
EXPX22013D	585777.08.30.50.62.03	62ET30	\$ 20,690.00
EXPX22013D	585777.08.30.50.62.05	62EM60	\$ 12,500.00
EXPX22013D	585777.08.30.50.62.05	62ET30	\$ 33,750.00
EXCX22012D	672854.01.02.01	62TP01	\$ 165,000.00
SCEX22012D	714607.01.05.01	62FP21	\$ 920.00
CASX12012D	736466.01.03.08	62OS01	\$ 5,372.00
CASX22013D	736466.01.05.08	62LS01	\$ 2,094.00
CASX12012D	736466.02.04.08	62FP01	\$ 87.00
CASX12012D	736466.03.01.08.02.05	62AS10	\$ 450.00
CASX22013D	736466.04.02.08.01.02	62AS50	\$ 804,369.00
CASX22013D	736466.04.02.08.01.05	62AS50	\$ 122,500.00
EXPX22012D	747797.01.02.99.08	62FP30	\$ 360.00

EXPX22012D	747797.01.02.99.08	62FP30	\$ 360.00
EXPX22012D	747797.01.02.99.08	62FP30	\$ 360.00
EXPX22012D	747797.01.02.99.08	62FP30	\$ 360.00
CASX22013D	752374.28.48.01.08	62IS01	\$ 200,000.00
CASX22013D	752374.28.48.01.08	62IS01	\$ 50,000.00
EXCX22012D	769347.05.08.01.01.01	62EO50	\$ 10.00
EXCX22013D	769347.05.08.01.01.01	62EO50	\$ 604.00
CASX22013D	811540.01.01.08	62EE11	\$ 140,000.00
CASX22013D	869021.05.08.01.18	62EV74	\$ 30,000.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 900.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 100.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 100.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 100.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 100.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 100.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 100.00
CASX12012D	884617.10.10.02.08	62IS01	\$ 100.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 1,200,000.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 150,000.00
CASX12012R	921179.01.08.11.EM3B.12	62EM60	\$ 100,000.00
CASX12012R	921179.01.08.11.EM3C.12	62EM60	\$ 81,787.00
CASX22013D	951219.04.08	62IS70	\$ 2,500.00
EDUX22013D	980399.62.01	62HS30	\$ 29,000.00
EDUX22013D	980399.62.02	62HS30	\$ 22,500.00
EDUX22013D	980399.62.03	62HS30	\$ 28,000.00
EDUX22013D	980399.62.04	62HS30	\$ 22,500.00
			\$ 3,937,174.00

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$174,763,730
This Action	\$0	\$3,937,174
New Amount	\$262,196,602	\$178,700,904

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through January 1, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$174,763,730	\$3,937,174	\$178,700,904

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000062		3. EFFECTIVE DATE 10/22/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35912		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$35,360.00
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 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

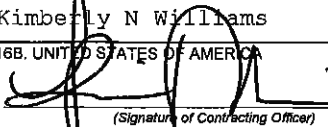
1. The purpose(s) of this modification are to:

a) Provide a de-obligation of incremental funding in the amount of (\$35,360); thereby decreasing the total funding allotted to this contract from \$178,700,904 to \$178,665,544; and

REQUISITION	AMOUNT
De-ob 4200453983	(\$360.00)
De-ob 4200448831	(\$35,000.00)
TOTAL	(\$35,360.00)

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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/22/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNM10AA03C/000062

PAGE OF

2

2

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>These funds need to be deobligated for the below reasons:</p> <ol style="list-style-type: none">1. Duplicate2. Customer exceeded budget <p>b) The anticipated fund through date remains January 1, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : De-obligation of Funding Only Action Obligated Amount for this Modification: -\$35,360.00 Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$178,700,904
This Action	\$0	(\$35,360)
New Amount	\$262,196,602	\$178,665,544

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through January 1, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$178,700,904	(\$35,360)	\$178,665,544

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000063		3. EFFECTIVE DATE 11/05/2012		4. REQUISITION/PURCHASE REQ. NO. 4200456039		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov		CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806				(X) 9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		
				10B. DATED (SEE ITEM 13) 12/03/2009		
CODE 5RWT5		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 Net Increase: \$5,043,295.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

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

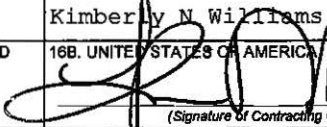
a) Provide incremental funding in the amount of \$5,043,295; thereby increasing the total funding allotted to this contract from \$178,665,544 to \$183,708,839; and

REQUISITION AMOUNT

1 4200456039 \$5,043,295.00
TOTAL \$5,043,295.00

b) Revise the anticipated fund through date from January 1, 2013 to February 5, 2013;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/05/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNM10AA03C/000063

PAGE OF

2

5

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 -- Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>Payment Terms: Net 30 days</p> <p>FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$178,665,544
This Action	\$0	\$5,043,295
New Amount	\$262,196,602	\$183,708,839

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through February 5, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$178,665,544	\$5,043,295	\$183,708,839

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000064		3. EFFECTIVE DATE DEC 12 2012		4. REQUISITION/PURCHASE REQ. NO. 4200458344	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,054,216.00
 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 52.243-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Both
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

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

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

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

a) Provide incremental funding in the amount of \$2,054,216; thereby increasing the total funding allotted to this contract from \$183,708,839 to \$185,763,055; and

REQUISITION	AMOUNT
1 4200458344/2	\$2,112,378.00
2 Deob 4200456039	-\$ 58,162.00
TOTAL	\$2,054,216.00

b) Revise the anticipated fund through date from February 5, 2013 to February 21, 2013;
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Allison Hogeius Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR Allis Hogeius		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 12/12/12		16C. DATE SIGNED DEC 12 2012	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000064	PAGE 2	OF 4
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause, Revisions/highlights of all resulting administrative changes in this contract.</p> <p>3. The following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding Pages G-4 through G-12 - Update Property Clauses (JAN 2011) Page I-2 - Update to FAR Clause Incorporated by Reference 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (May 2012)</p> <p>4. Contractor's Statement of Release</p> <p>In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal listed below, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: NNM10AA03C Mod No. 64</p> <p>Contractor Proposal Numbers: N/A</p> <p>5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$183,708,839
This Action	\$0	\$2,054,216
New Amount	\$262,196,602	\$185,763,055

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through February 21, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$183,708,839	\$2,054,216	\$185,763,055

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

**G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY.
(1852.245-70) (JAN 2011) -- ALTERNATE I (JAN 2011)**

- (a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.
- (b) (1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--
- (i) Justify the need for the property;
 - (ii) Provide the reasons why contractor-owned property cannot be used;
 - (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
 - (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
 - (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.
- (2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.
- (3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.
- (c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.
- (d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the Clause at FAR 52.245-1, *Government Property*, as incorporated in this contract.
- (e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.
- (1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.
- (i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

- (2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the Contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

(End of clause)

G.7 INSTALLATION-ACCOUNTABLE GOVERNMENT ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JAN 2011) -- ALTERNATE I (JAN 2011)

- (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 the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1 (h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

- (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 shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
 - (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 for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
 - (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* (as incorporated in this contract), 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.
- X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
 - X (2) Office furniture.
 - X (3) Property listed in Attachment J-8.
 - (i) 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.
 - (ii) 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.
 - X (4) Supplies from stores stock.
 - X (5) Publications and blank forms stocked by the installation.
 - X (6) Safety and fire protection for Contractor personnel and facilities.
 - X (7) Installation service facilities, See Attachment J-8.
 - X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
 - X (9) Cafeteria privileges for Contractor employees during normal operating hours.
 - X (10) Building maintenance for facilities occupied by Contractor personnel.
 - X (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.8 FINANCIAL REPORTING OF NASA PROPERTY OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (JAN 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Industrial Property Officer, AS41, Marshall Space Flight Center, AL, 35812, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

G.9 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (1852.245-74) (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have

a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA/George C. Marshall Space Flight Center
MSFC Central Receiving - Building 4631
MSFC, AL 35812

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

G.10 PROPERTY MANAGEMENT CHANGES. (1852.245-75) (JAN 2011)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator , prior to making the change whenever the change -

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(End of clause)

G.11 RESERVED

**G.12 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (1852.245-78)
(JAN 2011)**

- (a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.
- (1) The Contractor shall inventory:
- (i) Items of property furnished by the Government;
 - (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
 - (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
 - (iv) Complete but undelivered deliverables.
- (2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.
- (b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.
- (1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and
- (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
 - (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.
- (2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and, the Contractor provides written confirmation that the Government property exists in the recorded condition and location;
- (3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.
- (c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall -
- (1) Provide a summary showing number and value of items inventoried; and
- (2) Include additional supporting reports of:
- (i) Loss in accordance with the Clause at 52.245-1, *Government Property*;

- (ii) Idle property available for reuse or disposition; and
 - (iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.
- (d) The Contractor shall retain all auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

**G.13 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION. (JAN 2011)
-- ALTERNATE I (JAN 2011)**

- (a) The Offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The Offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The Offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The Offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible contracting officer.
- (e) The Offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The Offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70.
- (g) The Offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive

information, identification numbers (when available), quantities required, and estimated unit costs.

- (h) Existing Government property may be reviewed at the following locations, dates, and times:
- (i) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The Offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, *Government Property* as included in this solicitation, are not applicable to this property. The Offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(End of provision)

G.14 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DECEMBER 1988)

- (a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.
- (b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.
- (c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

G.15 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (1852.245-82) (JAN 2011)

- (a) In addition to the requirements of the clause at FAR 52.245-1, *Government Property*, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:
 - (1) NPD 8800.14, Policy for Real Property Management.
 - (2) NPR 8831.2, Facility Maintenance Management
- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or

improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.16 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 2009)

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

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

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

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

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

(End of clause)

G.17 CAPITAL ASSET TRACKING

In accordance with NASA Interim Directive NID-9250, dated September 30, 2007, the Contractor shall track, report, and separately identify capital assets as separate Work Breakdown Structure elements on the Contractor's monthly 533 reports. In addition, in accordance with NFS 1852.245-70, contractors shall obtain approval from the Contracting Officer prior to purchasing or beginning fabrication of any Plant Property and Equipment (PP&E) with an anticipated total acquisition cost greater than \$100,000, other than internal use software which has a capitalization threshold of \$1,000,000, that is not specifically identified in their contract. PP&E is defined as tangible assets, including land, that meet the following criteria: (1) have estimated useful lives of 2 years or more, (2) are not intended for sale in the ordinary course of operations, and (3) have been acquired or constructed with the intention of being used or being available for use by the entity.

(End of clause)

G.18 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, (SCA) as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grades</u>	<u>Rates</u>
Accounting Clerk II	GS-04	12.85
Accounting Clerk III	GS-05	14.38
Administrative Assistant	GS-07	17.81
General Clerk I	GS-02	10.49
General Clerk II	GS-03	11.45
General Clerk III	GS-04	12.85
Data Entry Operator I	GS-02	10.49
Data Entry Operator II	GS-03	11.45
Order Clerk I	GS-02	10.49
Order Clerk II	GS-03	11.45
Production Control Clerk	GS-06	16.02
Personnel Assistant I	GS-04	12.85
Personnel Assistant II	GS-05	14.38
Personnel Assistant III	GS-06	16.02
Word Processor I	GS-03	11.45
Work Processor II	GS-04	12.85
Word Processor III	GS-05	14.38
Scheduler, Maintenance	GS-04	12.85
Secretary I	GS-04	12.85

Secretary II	GS-05	14.38
Secretary III	GS-06	16.02
Supply Technician	GS-07	17.81
Stock Clerk	WG-04	15.41
Librarian	GS-08	19.72
Library Aid/ Clerk	GS-03	11.45
Library Information Technology		
Systems Administrator	GS-07	17.81
Library Technician	GS-05	14.38
Media Specialist I	GS-04	12.85
Media Specialist II	GS-05	14.38
Media Specialist III	GS-06	16.02
Photographer I	GS-04	12.85
Photographer II	GS-05	14.38
Photographer III	GS-07	17.81
Photographer IV	GS-09	21.78
Photographer V	GS-11	26.35
Computer Operator I	GS-04	12.85
Computer Operator II	GS-05	14.38
Computer Operator III	GS-06	16.02
Computer Operator IV	GS-07	17.81
Computer Operator V	GS-08	19.72
Computer Programmer I	GS-05	14.38
Computer Programmer II	GS-07	17.81
Computer Programmer III	GS-09	21.78
Computer Programmer IV	GS-11	26.35
Computer Systems Analyst I	GS-09	21.78
Computer Systems Analyst II	GS-11	26.35
Computer systems Analyst III	GS-12	31.59
Peripheral Equipment Operator	GS-04	12.85
Personnel Computer Support Technician	GS-07	17.81
Technical Instructor	GS-07	17.81
Technician Instructor / Course Developer	GS-09	21.78
Electronics Technician Maintenance I	WG-08	19.29
Electronics Technician Maintenance II	WG-09	20.34
Electronics Technician Maintenance III	WG-10	21.27
Telecommunications Mechanic I	WG-10	21.27
Telecommunications Mechanic II	WG-11	22.19
Telephone Lineman	WG-10	21.27
Drafter/CAD Operator I	GS-04	12.85
Drafter/CAD Operator II	GS-05	14.38
Drafter/CAD Operator III	GS-06	16.02
Drafter/CAD Operator IV	GS-08	19.72
Engineering Technician I	GS-03	11.45
Engineering Technician II	GS-04	12.85
Engineering Technician III	GS-05	14.38
Engineering Technician IV	GS-07	17.81
Engineering Technician V	GS-09	19.81
Engineering Technician VI	GS-11	26.35
Technical Writer I	GS-07	17.81
Technical Writer II	GS-09	21.78

Technical Writer III	GS-11	26.35
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COLLECTIVE BARGAINING AGREEMENT JOB CLASSIFICATIONS

TECHNICAL CLERK I	GS-02	10.49
TECHNICAL CLERK II	GS-03	11.45
TECHNICAL CLERK III	GS-04	12.85
TECHNICAL CLERK LEAD	GS-05	14.38
ILLUSTRATOR II	GS-07	17.81
ILLUSTRATOR III	GS-09	21.78
ILLUSTRATOR II LEAD	GS-10	23.99
ILLUSTRATOR III AND STI LEAD	GS-10	23.99

REPRODUCTION TECHNICIAN	WG-07	18.41
REPRODUCTION TECHNICIAN LEAD	WG-08	19.29
SERVICE ORDER DISPATCHER	GS-04	12.85
SUPPLY CLERK II	WG-04	15.41
TECHNICAL WRITER	GS-07	17.81
TECHNICAL WRITER LEAD	GS-08	19.72

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance
Life, accident and health insurance and sick leave program, 25 percent of basic hourly rate.
2. Holidays
 - a. New Year's Day
 - b. Martin Luther King's Birthday
 - c. President's Birthday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Columbus Day
 - h. Veterans Day
 - i. Thanksgiving Day
 - j. Christmas Day
3. Vacation or Paid Leave
 - a. 4 hours of annual leave each pay period for an employee with less than 3 years of service.
 - b. 6 hours of annual leave each pay period for an employee with 3 but less than 15 years of service.
 - c. 8 hours of annual leave each pay period for an employee with 15 or more years of service.
4. Retirement
1-1/2 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]

52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)
52.217-9	Option to Extend the Term of the Contract (Mar 2000) [Insert “the period of performance of this contract” and “30 “ in paragraph (a) and “60 months” in paragraph (c)]
52.219-6	Notice of Total Small Business Set-Aside (Jun 2003)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-28	Post-Award Small Business Program Representation (Jun 2007)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990) [Insert “See Clause B.5” in paragraph (a)]
52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (Jul 2005)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-38	Compliance with Veterans’ Employment Reporting Requirements (Dec 2001)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222.54	Employment Eligibility Verification (Jan 2009)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (May 2012)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-1	Buy American Act- Supplies (Feb 2009)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-10	Filing of Patent Applications- Classified Subject Matter (Dec 2007)
52.227-14	Rights in Data -- General (Dec 2007) -- As Modified by NASA FAR Supplement 1852.227-14

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.	
000065		01/11/2013		4200459885	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		MSFC			
		7. ADMINISTERED BY (If other than Item 6)		CODE	
		NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov		MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)			
		9B. DATED (SEE ITEM 11)			
		x			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		NNM10AA03C			
		10B. DATED (SEE ITEM 13)			
		12/03/2009			
CODE		FACILITY CODE			
5RWT5					

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) Net Increase: \$2,196,001.00
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 52.243-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Both
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

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

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

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

a) Provide incremental funding in the amount of \$2,196,001; thereby increasing the total funding allotted to this contract from \$185,763,055 to \$187,959,056; and

REQUISITION AMOUNT

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

b) Revise the anticipated fund through date from February 21, 2013 to March 8, 2013;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Allison Hootkins - Contracts Administrator		Kimberly N Williams	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
0000000000			
15C. DATE SIGNED		18C. DATE SIGNED	
1/10/2013		01/11/2013	
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000065	PAGE 2	OF 5
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause, Revisions/highlights of all resulting administrative changes in this contract.</p> <p>3. The following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding Pages G-4 and G-9 through G-14 - Minor Revisions in Property Clauses, G.12 RESERVED, Page slips thereafter Page H-3 - Revised H.6 Key Personnel Business Operations; (b)(4) Page H-10 - Revision to add COMSS to required ACA List Page I-2 - Update to FAR Clause Incorporated by Reference 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (July 2012)</p> <p>4. Contractor's Statement of Release</p> <p>In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal listed below, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: NNM10AA03C Mod No. 65</p> <p>Contractor Proposal Numbers: N/A</p> <p>5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$252,196,602 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000065

PAGE 3 OF 5

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

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

Recapitulation of contract value and funding is as follows:

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through March 8, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$185,763,055	\$2,196,001	\$187,959,056

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

**G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT.
(1852.245-70) (JAN 2011) -- ALTERNATE I (JAN 2011)**

- (a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.
- (b) (1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--
- (i) Justify the need for the property;
 - (ii) Provide the reasons why contractor-owned property cannot be used;
 - (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
 - (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
 - (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.
- (2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.
- (3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.
- (c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.
- (d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the Clause at FAR 52.245-1, *Government Property*, as incorporated in this contract.
- (e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.
- (1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.
- (i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

G.11 RESERVED

G.12 RESERVED

**G.13 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION. (JAN 2011)
-- ALTERNATE I (JAN 2011)**

- (a) The Offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The Offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The Offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The Offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible contracting officer.
- (e) The Offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The Offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70.
- (g) The Offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required, and estimated unit costs.
- (h) Existing Government property may be reviewed at the following locations, dates, and times:
- (i) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The Offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable

adjustment provisions of the clause at 52.245-1, *Government Property* as included in this solicitation, are not applicable to this property. The Offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(End of provision)

G.14 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DECEMBER 1988)

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

G.15 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (1852.245-82) (JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, *Government Property*, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

**G.16 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION
CLEARANCE (MSFC 52.204-90) (NOV 2009)**

- (a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.
- (b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.
- (c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to the MSFC Protective Services Office.
- (d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1/3, "Contractor Employee Clearance Document," when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.
- (e) Instruction on how to access the PIV system and request for copies of MSFC Forms 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.17 CAPITAL ASSET TRACKING

In accordance with NASA Interim Directive NID-9250, dated September 30, 2007, the Contractor shall track, report, and separately identify capital assets as separate Work Breakdown Structure elements on the Contractor's monthly 533 reports. In addition, in accordance with NFS 1852.245-70, contractors shall obtain approval from the Contracting Officer prior to purchasing or beginning fabrication of any Plant Property and Equipment (PP&E) with an anticipated total acquisition cost greater than \$100,000, other than internal use software which has a capitalization threshold of \$1,000,000, that is not specifically identified in their contract. PP&E is defined as tangible assets, including land, that meet the following criteria: (1) have estimated useful lives of 2 years or more, (2) are not intended for sale in the ordinary course of operations, and (3) have been acquired or constructed with the intention of being used or being available for use by the entity.

(End of clause)

G.18 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, (SCA) as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grades</u>	<u>Rates</u>
Accounting Clerk II	GS-04	12.85
Accounting Clerk III	GS-05	14.38
Administrative Assistant	GS-07	17.81
General Clerk I	GS-02	10.49
General Clerk II	GS-03	11.45
General Clerk III	GS-04	12.85
Data Entry Operator I	GS-02	10.49
Data Entry Operator II	GS-03	11.45
Order Clerk I	GS-02	10.49
Order Clerk II	GS-03	11.45
Production Control Clerk	GS-06	16.02
Personnel Assistant I	GS-04	12.85
Personnel Assistant II	GS-05	14.38
Personnel Assistant III	GS-06	16.02
Word Processor I	GS-03	11.45
Work Processor II	GS-04	12.85
Word Processor III	GS-05	14.38
Scheduler, Maintenance	GS-04	12.85
Secretary I	GS-04	12.85

Secretary II	GS-05	14.38
Secretary III	GS-06	16.02
Supply Technician	GS-07	17.81
Stock Clerk	WG-04	15.41
Librarian	GS-08	19.72
Library Aid/ Clerk	GS-03	11.45
Library Information Technology		
Systems Administrator	GS-07	17.81
Library Technician	GS-05	14.38
Media Specialist I	GS-04	12.85
Media Specialist II	GS-05	14.38
Media Specialist III	GS-06	16.02
Photographer I	GS-04	12.85
Photographer II	GS-05	14.38
Photographer III	GS-07	17.81
Photographer IV	GS-09	21.78
Photographer V	GS-11	26.35
Computer Operator I	GS-04	12.85
Computer Operator II	GS-05	14.38
Computer Operator III	GS-06	16.02
Computer Operator IV	GS-07	17.81
Computer Operator V	GS-08	19.72
Computer Programmer I	GS-05	14.38
Computer Programmer II	GS-07	17.81
Computer Programmer III	GS-09	21.78
Computer Programmer IV	GS-11	26.35
Computer Systems Analyst I	GS-09	21.78
Computer Systems Analyst II	GS-11	26.35
Computer systems Analyst III	GS-12	31.59
Peripheral Equipment Operator	GS-04	12.85
Personnel Computer Support Technician	GS-07	17.81
Technical Instructor	GS-07	17.81
Technician Instructor / Course Developer	GS-09	21.78
Electronics Technician Maintenance I	WG-08	19.29
Electronics Technician Maintenance II	WG-09	20.34
Electronics Technician Maintenance III	WG-10	21.27
Telecommunications Mechanic I	WG-10	21.27
Telecommunications Mechanic II	WG-11	22.19
Telephone Lineman	WG-10	21.27
Drafter/CAD Operator I	GS-04	12.85
Drafter/CAD Operator II	GS-05	14.38
Drafter/CAD Operator III	GS-06	16.02
Drafter/CAD Operator IV	GS-08	19.72
Engineering Technician I	GS-03	11.45
Engineering Technician II	GS-04	12.85
Engineering Technician III	GS-05	14.38
Engineering Technician IV	GS-07	17.81
Engineering Technician V	GS-09	19.81
Engineering Technician VI	GS-11	26.35
Technical Writer I	GS-07	17.81
Technical Writer II	GS-09	21.78

Technical Writer III	GS-11	26.35
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COLLECTIVE BARGAINING AGREEMENT JOB CLASSIFICATIONS

TECHNICAL CLERK I	GS-02	10.49
TECHNICAL CLERK II	GS-03	11.45
TECHNICAL CLERK III	GS-04	12.85
TECHNICAL CLERK LEAD	GS-05	14.38
ILLUSTRATOR II	GS-07	17.81
ILLUSTRATOR III	GS-09	21.78
ILLUSTRATOR II LEAD	GS-10	23.99
ILLUSTRATOR III AND STI LEAD	GS-10	23.99

REPRODUCTION TECHNICIAN	WG-07	18.41
REPRODUCTION TECHNICIAN LEAD	WG-08	19.29
SERVICE ORDER DISPATCHER	GS-04	12.85
SUPPLY CLERK II	WG-04	15.41
TECHNICAL WRITER	GS-07	17.81
TECHNICAL WRITER LEAD	GS-08	19.72

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance
Life, accident and health insurance and sick leave program, 25 percent of basic hourly rate.
2. Holidays
 - a. New Year's Day
 - b. Martin Luther King's Birthday
 - c. President's Birthday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Columbus Day
 - h. Veterans Day
 - i. Thanksgiving Day
 - j. Christmas Day
3. Vacation or Paid Leave
 - a. 4 hours of annual leave each pay period for an employee with less than 3 years of service.
 - b. 6 hours of annual leave each pay period for an employee with 3 but less than 15 years of service.
 - c. 8 hours of annual leave each pay period for an employee with 15 or more years of service.
4. Retirement
1-1/2 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]

H.5 EXPORT LICENSES. (1852.225-70) (FEB 2000) -- ALTERNATE I (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
- (e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b) (3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

H.6 KEY PERSONNEL AND FACILITIES. (1852.235-71) (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



(End of clause)

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

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

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

(End of clause)

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

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

52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Oct 1997)
52.216-7	Allowable Cost and Payment (Dec 2002)
52.217-9	Option to Extend the Term of the Contract (Mar 2000) [Insert “the period of performance of this contract” and “30 “ in paragraph (a) and “60 months” in paragraph (c)]
52.219-6	Notice of Total Small Business Set-Aside (Jun 2003)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-28	Post-Award Small Business Program Representation (Jun 2007)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-2	Payment for Overtime Premiums (Jul 1990) [Insert “See Clause B.5” in paragraph (a)]
52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (Jul 2005)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)
52.222-38	Compliance with Veterans’ Employment Reporting Requirements (Dec 2001)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222.54	Employment Eligibility Verification (Jan 2009)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (July 2012)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-1	Buy American Act- Supplies (Feb 2009)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-10	Filing of Patent Applications- Classified Subject Matter (Dec 2007)
52.227-14	Rights in Data -- General (Dec 2007) -- As Modified by NASA FAR Supplement 1852.227-14

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000066		01/23/2013		4200463523	
5. PROJECT NO. (If applicable)		6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)	
		CODE MSFC		CODE MSFC	
NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(X)			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C			
		10B. DATED (SEE ITEM 13) 12/03/2009			
CODE 5RWT5		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) Net Increase: \$5,211,315.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

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

a) Provide incremental funding in the amount of \$5,211,315; thereby increasing the total funding allotted to this contract from \$187,959,056 to \$193,170,371.

REQUISITION AMOUNT

1 4200463523 \$5,237,449.00
2 Deob 4200448831 (\$ 12,849.00)
3 Deob 4200458344 (\$ 13,285.00)
TOTAL \$5,211,315.00

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)	
		Kimberly N Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	01/23/2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000066	PAGE	OF
		2	4

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b) Revise the anticipated fund through date from March 8, 2013 to April 10, 2013;</p> <p>2. The following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$187,959,056
This Action	\$0	\$5,211,315
New Amount	\$262,196,602	\$193,170,371

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through April 10, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$187,959,056	\$5,211,315	\$193,170,371

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

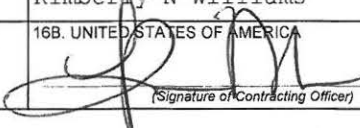
Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000067		3. EFFECTIVE DATE 02/11/2013		4. REQUISITION/PURCHASE REQ. NO. 4200464297	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC NASA/Marshall Space Flight Center 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/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$1,920,448.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) X NFS 1852.232-77 LIMITATION OF FUNDS					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
1. The purpose(s) of this modification is to:					
a) Provide incremental funding in the amount of \$1,920,448; thereby increasing the total funding allotted to this contract from \$193,170,371 to \$195,090,819.					
REQUISITION AMOUNT 1 4200464297 \$1,920,448.00 TOTAL \$1,920,448.00					
b) Revise the anticipated fund through date from April 10, 2013 to April 24, 2013;					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
				16C. DATE SIGNED 02/11/2013	
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
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$193,170,371
This Action	\$0	\$1,920,448
New Amount	\$262,196,602	\$195,090,819

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through April 24, 2013.

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

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$193,170,371	\$1,920,448	\$195,090,819

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000068		3. EFFECTIVE DATE 03/05/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5RWT5		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -\$580,891.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

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

a) Provide a de-obligation of incremental funding in the amount of (\$580,891); thereby decreasing the total funding allotted to this contract from \$195,090,819 to \$194,509,928; and

REQUISITION	AMOUNT
De-ob 4200448831	(\$514,891.00)
De-ob 4200447991	(\$66,000.00)
TOTAL	(\$580,891.00)

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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/05/2013

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>These funds need to be deobligated for the below reasons:</p> <ol style="list-style-type: none"> 1. Capital Asset 2. Funds will be obligated on NICS contract for J911 <p>b) The anticipated fund through date remains April 24, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: -\$580,891.00 New Total Obligated Amount for this Award: \$194,509,928.00 Incremental Funded Amount changed: from \$195,090,819.00 to \$194,509,928.00</p> <p>CHANGES FOR ACCOUNTING CODE: PR 4200447991 62AS50/6100.2572/FC000000/736466.04.02.08.01.0/2/00/2570/62/CASX12012D/361N Account code changed from 62AS50/6100.2572/62/FC000000/736466.04.02.08.01.0/2/000/2570/62/CASX12012D/361N/71/161 to 62AS50/6100.2572/FC000000/736466.04.02.08.01.0/2/00/2570/62/CASX12012D/361N Amount changed from \$481,654.00 to \$415,654.00</p> <p>CHANGES FOR ACCOUNTING CODE: PR 4200448831 62IS01/6100.2572/FC000000/736466.01.09.08.05.3/5/0 Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM10AA03C/000068	3	3

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	00/2570/62/CASX12012D/361N Account code changed from 62IS01/6100.2572/62/FC000000/736466.01.09.08.05.3/ 5/000/2570/62/CASX12012D/361N/8/201 to 62IS01/6100.2572/FC000000/736466.01.09.08.05.3/5/0 00/2570/62/CASX12012D/361N Amount changed from \$1,000,000.00 to \$485,109.00 Payment Terms: Net 30 days FOB: Destination				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$195,090,819
This Action	\$0	(\$580,891)
New Amount	\$262,196,602	\$194,509,928

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through April 24, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$195,090,819	(\$580,891)	\$194,509,928

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000069		3. EFFECTIVE DATE 03/07/2013		4. REQUISITION/PURCHASE REQ. NO. 4200465714	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,272,911.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

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

a) Provide incremental funding in the amount of \$3,272,911; thereby increasing the total funding allotted to this contract from \$194,509,928 to \$197,782,839.

REQUISITION AMOUNT

1 4200465714 \$3,272,911.00

TOTAL \$3,272,911.00

b) Revise the anticipated fund through date from April 24, 2013 to May 16, 2013;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 03/07/2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000069	PAGE 2	OF 5
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$194,509,928
This Action	\$0	\$3,272,911
New Amount	\$262,196,602	\$197,782,839

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$7,945,439	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through May 16, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$194,509,928	\$3,272,911	\$197,782,839

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000070		3. EFFECTIVE DATE 03/15/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC		7. ADMINISTERED BY (If other than Item 6) CODE MSFC	
NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(X) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C			
		10B. DATED (SEE ITEM 13) 12/03/2009			
CODE 5RWT5		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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Both
	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 is to:

a. Provide the fee earned for Option 1 Year 1 (08/01/12-01/31/13). Fee was earned in the amount of \$1,697,294 (b)(4) for the period August 1, 2012 through January 31, 2013.

NOTE: The contractor has billed provisional earned fee for Option 1 Year 1 (08/01/12-01/31/13) in the amount of \$1,188,108 thereby leaving a balance due to the contractor in the amount of \$509,186.

b. Reserve PWS Section 3.5 MAF Mobile Emergency Operations Vehicles (MEOV) per COTR
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Allison Hobbs - Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR Allison Hobbs		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 3/15/2013		16C. DATE SIGNED 03/15/2013	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000070	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>guidance for the Govt. to negotiate to remove this work and add it to the NICS contract. There was no budget, therefore no funding was provided and only the wording is being removed.</p> <p>2. The following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page J-1 List of Attachments - PWS pages revised Page J-1-2 - PWS 3.5 RESERVED Page(s) J-1-17 & J-1-18 - PWS 3.5 RESERVED Page J-5-6 - 2.3.1 revised to remove MEOV reference</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$197,782,839
This Action	\$0	\$0
New Amount	\$262,196,602	\$197,782,839

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through May 16, 2013.

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

SECTION J - DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
ATTACHMENT J-1	Performance Work Statement	J-1-1 – J-1-44
ATTACHMENT J-2	Data Procurement Document	J-2-1 – J-2-47
ATTACHMENT J-3	Wage Determinations	J-3-1 – J-3-22
ATTACHMENT J-4	Performance Requirements Summary	J-4-1 – J-4-5
ATTACHMENT J-5	Surveillance and Cost Plus Fixed Performance Fee Plan	J-5-1 – J-5-17
ATTACHMENT J-6	Safety & Health Implementation Guide and Assessment Matrix	J-6-1 – J-6-3
ATTACHMENT J-7	Associate Contractor Agreements (ACAs)	J-7-1
ATTACHMENT J-8	Installation Provided Property and Services	J-8-1 – J-8-2
ATTACHMENT J-9	Applicable Regulations and Procedures	J-9-1 – J-9-9
ATTACHMENT J-10	Contract Security Classification and Specification (DD Form 254)	J-10-1 – J-10-2
ATTACHMENT J-11	Safety, Health and Environmental (SHE) Plan	J-11-1
ATTACHMENT J-12	Acronyms and Abbreviations	J-12-1 – J-12-9
ATTACHMENT J-13	PWS Work Breakdown Structure	J-13-1 – J-13-2
ATTACHMENT J-14	Personal Identity Verification (PIV) Procedures	J-14-1 – J-14-4
ATTACHMENT J-15	Organizational Conflict of Interest (OCI) Mitigation Plan	J-15-1

(End of clause)

ATTACHMENT J-1

- 1.0 General**
 - 1.1 Mission Statement
 - 1.2 Responsibilities

- 2.0 Management Support**
 - 2.1 Project Management
 - 2.2 Financial Management
 - 2.3 Contract Administration
 - 2.4 Procurement
 - 2.5 Asset Management
 - 2.6 Security
 - 2.7 Safety
 - 2.8 Facilities Management
 - 2.9 Quality Management
 - 2.10 Phase-Out

- 3.0 Information Technology (IT) Security Services**
 - 3.1 Security Planning and Management
 - 3.2 RESERVED
 - 3.3 Security Compliance
 - 3.4 Continuity of Operations (COOP) and Disaster Recovery (DR)
 - 3.5 RESERVED
 - 3.6 Security Operations
 - 3.6.1 Intrusion Detection and Incident Response
 - 3.6.2 Security Engineering and Technical Support

- 4.0 IT Planning, Policy, Architecture & Integration**
 - 4.1 Customer Experience Management
 - 4.1.1 RESERVED
 - 4.1.2 Customer Service Request
 - 4.1.3 RESERVED
 - 4.1.4 RESERVED
 - 4.1.5 Customer Support Center
 - 4.2 IT Architecture and Integration
 - 4.2.1 IT Innovation Management
 - 4.2.2 RESERVED
 - 4.2.3 Enterprise Architecture
 - 4.3 Policy, Governance, and Performance Management
 - 4.3.1 IT Governance
 - 4.3.2 Continuous Risk Management
 - 4.3.3 RESERVED
 - 4.3.4 Special Business Case Development
 - 4.3.5 RESERVED
 - 4.4 Service Integration and Delivery
 - 4.4.1 Directives Management
 - 4.4.2 Records Management

ATTACHMENT J-1

- d. Provide support in coordinating IT security audit from 3rd parties and track the findings. The results of the findings should also be used to improve the overall security of NASA systems and network.
- e. Compile the metric as required by NASA policies, procedures, and requirements in addition to the metrics that are necessary to enhance the center's IT security program.

3.4 Continuity of Operations Plan (COOP) and Disaster Recovery (DR) Plan

The contractor shall develop, maintain, and test service continuity, contingency, and disaster recovery plans for all systems for which they are responsible. In providing these services, the contractor shall:

- a. Develop and maintain a Disaster Recovery Plan in accordance with DRD 1292MA-002 to ensure the orderly recovery from a disaster that may render all or part of information facilities, systems, and equipment inoperable. This plan shall be in accordance with applicable NASA policy NPR 1040.1, *NASA Continuity of Operations (COOP) Planning Procedural Requirement*.
- b. Coordinate with information systems and disaster recovery experts across MSFC and NASA to verify integration of procedures and planning techniques.
- c. Execute effective measures to protect all systems equipment and data from potential environmental threats.
- d. After the occurrence of a disaster, ensure that systems are operational and restore any lost capabilities and data.
- e. Develop and maintain a Continuity of Operations Plan in accordance with DRD 1292MA-002.

3.5 RESERVED

3.6 Security Operations

The contractor shall operate and maintain the systems provided by the Government to detect and protect systems from unauthorized access, use, disclosure, destruction, modification, or disruption in services.

3.6.1 Intrusion Detection and Incident Response

The contractor shall provide intrusion detection and incident response for networks and systems managed by the OCIO for all the projects and programs located on the facilities at MSFC, NSSTC, and MAF. The contractor shall perform the following tasks:

- a. Respond to systems suspected of viruses, Trojans, or other malware. Coordinate response with the system owners and service providers such as ODIN.
- b. Provide analysis on network traffic and system logs of systems suspected of an IT security incident.
- c. Implement the tools, policies, procedures and requirements provided by the government.

ATTACHMENT J-1

- d. Monitor and administer a local instance of the MSFC provided flow monitoring tool, security event manager, sniffer, and intrusion detection system.
- e. Document all cases utilizing a NASA provided tool that is managed by the NASA Security Operations Center (SOC) located at the Ames Research Center.
- f. Monitor and administer the MSFC provided proxy that is used as a content filter blocking access to inappropriate sites called out in NASA Procedure Directive (NPD) 2540.1, *Personal Use of Government Office Equipment Including Information Technology* and protect the MSFC private network from zero-day exploit code as well as well know exploits utilizing the http protocols.

3.6.2 Security Engineering and Technical Support

The contractor shall provide technical, administrative, and engineering support for MSFC's instances of the two-factor authentication system and patch management tool. The contractor shall perform the following tasks:

- a. Provide engineering and system administration for patch management tools provided by the agency, implementing a patch management program for MSFC managed resources that follow Federal and Agency policy and procedure.
- b. Provide engineering and system administration for the MSFC two-factor authentication program. This program is integrated with the Agency's implementation of HSPD-12. The service shall be in accordance with Federal and Agency architecture, policy and procedure. Implement MSFC conversion to and operation of Agency standard IT resource account management system.
- c. In concert with Agency requirements, manage and maintain secure authentication services for MSFC, NSSTC, and MAF customers, including token-based and smart card services.
- d. Provide system administration for the groups across the servers supporting various organizations with IT systems on the MSFC, NSSTC, and MAF networks.
- e. Communications with the various group administrators as to current system issues, metrics and special reporting requirements.

ATTACHMENT J-5

metrics are listed for each functional area. The combined total of these unique metrics for the Mission (and any IDIQ tasks awarded) represent 35 percent.

2.3.1 IT Security Measures (16%) WBS 3.0 describes contractor efforts required to provide security planning and management, security architecture, security compliance, Continuity of Operations (COOP) and Disaster Recovery (DR) and security operations. The efficiency of the Contractor's IT Security effort is evaluated by the individual AQLs listed below:

2.3.1.1 Incident Management (5%). The contractor shall isolate and report all Security Incidents within 1 hour of discovery and shall resolve and close all open Security Incidents within 30 days unless an extension is approved by the MSFC IT Security Manager. To earn 75 percent of the fee, the Contractor shall not exceed 2 instances of late deliverables. When the number of late deliverables exceeds 2 instances, the contractor shall receive 0 percent fee.

Number of Late Deliverables	% of available fee
0	100%
1 – 2	75%
> 2	0%

2.3.1.2 Service Restoration (5%). The contractor shall restore affected service and update the IT Security Plan for systems impacted by Security Incidents within 24 hours to earn 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not have more than 2 instances where the restoration was delayed beyond 24 hours within any 6-month evaluation period. When the contractor exceeds 2 instances, the contractor shall receive 0 percent fee.

Number of instances late/unavailable	% of available fee
0	100%
1 – 2	75%
> 2	0%

2.3.1.3 Compliance (6%). The contractor shall ensure that all IT Security services are compliant with Agency and MSFC direction and consistent with documented strategies, goals, and objectives 100% of the time to earn 100% of the fee available for this element. To earn 50 percent of the fee, the Contractor shall not exceed 1 instance where developed products are not consistent with Agency and/or Center strategies, goals, or objectives. If the number of instances exceeds one, the contractor shall receive 0 percent fee.

Number of Inconsistent Products	% of available fee
0	100%
1	50%
> 1	0%

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000071		3. EFFECTIVE DATE 03/25/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -\$17,308.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

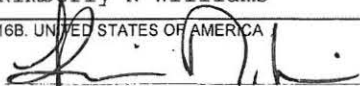
1. The purpose(s) of this modification are to:

a) Provide a de-obligation of incremental funding in the amount of -\$17,308; thereby decreasing the total funding allotted to this contract from \$197,782,839 to \$197,765,531; and

REQUISITION	AMOUNT
De-ob 4200456039	(\$13,000.00)
De-ob 4200459885	(\$4,308.00)
TOTAL	(\$17,308.00)

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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/25/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNM10AA03C/000071

PAGE OF

2

2

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>These funds need to be deobligated for reason(s) below:</p> <p>1. Funds being moved to another contract</p> <p>b) The anticipated fund through date remains May 16, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$197,782,839
This Action	\$0	(\$17,308)
New Amount	\$262,196,602	\$197,765,531

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4), exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through May 16, 2013.

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

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$197,782,839	(\$17,308)	\$197,765,531

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

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.	
000072		04/16/2013		4200469490	
6. ISSUED BY		CODE MSFC		7. ADMINISTERED BY (If other than Item 6)	
NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812				CODE MSFC	
				NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806					
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				NNM10AA03C	
				10B. DATED (SEE ITEM 13)	
CODE 5RWT5		FACILITY CODE		12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,153,553.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

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

a) Provide an obligation of incremental funding in the amount of \$3,153,553; thereby increasing the total funding allotted to this contract from \$197,765,531 to \$200,919,084; and

REQUISITION AMOUNT
4200469490 \$3,173,275.00
De-ob 4200451248 (\$19,722.00)
TOTAL \$3,153,553.00

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)	
		Kimberly N Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	04/16/2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000072	PAGE 2	OF 5
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>These funds need to be deobligated for reason(s) below:</p> <p>1. Funds being moved to another contract</p> <p>b) The anticipated fund through date changes to June 6, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200469490

RD	FUND	WBS	COST CTR	AMOUNT ON PR
700	EXPX22012D	006220.01.01.03	62SF02	\$ 33,334.00
505	EXPX22013D	006220.01.01.03	62SF02	\$ 339,000.00
807	SPTX22013D	114772.09.08.01	62ZP30	\$ 271.00
705	EXPX22012D	158325.01.03.08	62IS01	\$ 245,216.00
508	EXPX22012D	277385.04.02.08.01	62FP30	\$ 100.00
711	SCEX22013D	281945.02.19.01.11	62ZP11	\$ 831.00
502	EXCX22013D	361065.07.02.01	62IS40	\$ 385.00
502	EXCX22013D	361065.07.02.01	62IS40	\$ 385.00
646	EXPX22013D	371365.01.04	62ED02	\$ 486.00
711	SCEX22013D	378710.04.09.11	62ZP12	\$ 65.00
711	SCEX22013D	378710.05.02	62ZP12	\$ 4,750.00
621	EXCX22013D	401769.06.03.07.02.02	62EM60	\$ 105,000.00
613	EXCX22013D	401769.06.08.02.04.05	62FP02	\$ 42,523.00
502	CASX22013D	432938.08.01.08.01	62ED04	\$ 120.00
202	CASX22013D	432938.08.01.08.09.06.05	62EM20	\$ 24,840.00
643	CASX22013D	432938.08.01.08.09.06.11	62EM42	\$ 73,300.00
202	CASX22013D	432938.08.01.08.09.06.50	62EM20	\$ 16,396.00
202	CASX22013D	432938.08.01.08.09.06.50	62ES51	\$ 31,063.00
711	CASX12012D	432938.09.01.08.04.88.01	62ZP12	\$ 5,700.00
502	CASX22013D	432938.11.01.08.34	62EO50	\$ 240.00
502	CASX22013D	432938.11.01.08.34	62EV02	\$ 270.00
502	CASX22013D	432938.11.01.08.35	62ER02	\$ 120.00
508	CASX22013D	432938.11.01.08.35	62ER50	\$ 100.00
700	CASX22013D	432938.11.01.08.35	62EV33	\$ 4,000.00
631	CASX22013D	432938.11.01.08.35	62EV32	\$ 4,000.00
807	CASX22013D	432938.11.01.08.39	62ET30	\$ 6,100.00
657	CASX22013D	432938.11.01.08.40	62EM01	\$ 20,000.00
502	CASX22013D	432938.11.01.08.40	62EM32	\$ 120.00
710	CASX22013D	432938.11.20.08.03.01	62ZP02	\$ 90,678.00
710	CASX22013D	432938.11.20.08.03.01	62ZP02	\$ 64,000.00
634	SCEX22013D	527813.02.01.01.04	62ZP10	\$ 4,686.00
508	CASX22013D	572196.05.08	62IS01	\$ 472.00
646	EXPX22013D	573754.01.02.09.03	62ED02	\$ 5,000.00
634	SCEX22013D	581291.01.01.01	62FP21	\$ 2,870.00
807	EXPX22013D	585777.01.01.02	62XP02	\$ 2,757.00
809	EXPX22013D	585777.01.01.02	62XP02	\$ 230.00
809	EXPX22013D	585777.01.01.02	62XP02	\$ 345.00
809	EXPX22013D	585777.01.01.02	62XP02	\$ 230.00

646	EXPX22013D	585777.02.33	62ED02	\$ 13,492.00
646	EXPX22013D	585777.02.33	62ED02	\$ 14,165.00
646	EXPX22013D	585777.02.33	62ED02	\$ 1,107.00
646	EXPX22013D	585777.02.33	62ED02	\$ 886.00
646	EXPX22013D	585777.02.33	62ED02	\$ 2,214.00
646	EXPX22013D	585777.02.33	62ED02	\$ 1,017.00
646	EXPX22013D	585777.02.33	62ED02	\$ 3,135.00
646	EXPX22013D	585777.02.33	62ED02	\$ 2,800.00
646	EXPX22013D	585777.02.33	62ED02	\$ 4,831.00
202	EXPX22013D	585777.02.33	62ES51	\$ 4,209.00
700	EXPX22013D	585777.02.33	62ET01	\$ 15,498.00
635	EXPX22013D	585777.02.02.01.01.10	62ED04	\$ 25,200.00
652	EXPX22013D	585777.02.10.07.02.10	62EV74	\$ 11,700.00
635	EXPX22013D	585777.02.10.10.02.10	62ED04	\$ 37,500.00
621	EXPX22013D	585777.02.61.01.01.10	62EM60	\$ 14,500.00
645	EXPX22013D	585777.02.80.07.10.10	62AS42	\$ 150,000.00
646	EXPX22013D	585777.02.90.03.30.10	62ES53	\$ 10,400.00
646	EXPX22013D	585777.08.10.33	62ED02	\$ 1,781.00
202	EXPX22013D	585777.08.20.10.48.07	62ES52	\$ 4,640.00
643	EXPX22013D	585777.08.20.10.48.09	62EM42	\$ 22,000.00
625	EXPX22013D	585777.08.20.10.48.10	62ER43	\$ 2,139.00
624	EXPX22013D	585777.08.30.01.62.01	62ES23	\$ 100,000.00
646	EXPX22013D	585777.08.30.33	62ED02	\$ 18,280.00
646	EXPX22013D	585777.08.30.33	62EM42	\$ 111,596.00
646	EXPX22013D	585777.08.30.33	62ES43	\$ 108,018.00
700	EXPX22013D	585777.08.30.50.62.01	62ET01	\$ 8,155.00
202	EXPX22013D	585777.08.30.50.62.01	62ET01	\$ 8,155.00
508	EXPX22013D	585777.08.30.50.62.01	62ET02	\$ 14,580.00
202	EXPX22013D	585777.08.30.50.62.02	62ET01	\$ 8,155.00
624	EXPX22013D	585777.08.50.01.62	62ES23	\$ 24,288.00
634	SCEX22012D	714607.01.05.01	62FP21	\$ 2,751.00
634	SCEX22013D	714607.01.05.01	62FP21	\$ 5,249.00
502	CASX22013D	736466.01.03.08	62OS01	\$ 270.00
502	CASX22013D	736466.01.08.08.04	62CS20	\$ 270.00
506	CASX22013D	736466.01.09.08.05.55	62HS01	\$ 1,692.00
506	CASX22013D	736466.01.09.08.05.55	62HS01	\$ 4,114.00
502	CASX22013D	736466.01.10.08.02.16	62AS40	\$ 100.00
809	CASX22013D	736466.04.02.08.08.01	62AS50	\$ 98.00
508	CASX22013D	736466.06.08.08.04	62AS20	\$ 20,000.00
644	CASX22013D	736466.06.08.08.07	62AS20	\$ 3,348.00
644	CASX22013D	736466.06.08.08.07	62AS20	\$ 70,000.00

600	CASX22013D	736466.06.08.08.07	62AS20	\$ 25,000.00
502	CASX22013D	736466.07.01.08	62IS01	\$ 200,000.00
503	CASX22013D	736466.07.01.08	62IS01	\$ 200,000.00
600	CASX22013D	736466.07.03.08	62IS01	\$ 500,000.00
646	EXPX22013D	747797.01.02.99.08	62ED02	\$ 19,500.00
613	EXPX22013D	747797.06.41.99.08	62FP30	\$ 96,846.00
700	EXCX22013D	750271.09.01.08	62ET01	\$ 752.00
502	EXCX22013D	769347.05.08.01.01.01	62EO50	\$ 1,245.00
508	EXCX22013D	769347.05.08.08.01.01	62EO50	\$ 5,780.00
502	EXCX22013D	769347.05.08.16.03.01	62FP10	\$ 120.00
711	SCEX22012D	791926.02.03.04.39	62ZP12	\$ 710.00
502	CASX22013D	812235.29.20.02.08	62IS50	\$ 120.00
646	CASX22013R	833011.02.08.ED.FP07.13	62ED02	\$ 4,065.00
508	SCEX22013D	858099.05.01.01.04	62FP30	\$ 503.00
646	CASX22013D	869021.01.08.01.01	62ED02	\$ 90,000.00
508	CASX22013D	884160.01.50.02.08	62IS70	\$ 17,500.00
508	CASX22013D	884617.10.10.02.08	62IS01	\$ 11,219.00
502	EXCX22013D	904211.04.06.30.18.04	62EM31	\$ 75.00
502	EXCX22013D	904211.04.06.30.18.04	62EM31	\$ 120.00
711	SCEX22012D	907524.02.01.05.91	62ZP12	\$ 1,734.00
657	CASX22013R	921179.01.08.11.E551.13	62EM50	\$ 890.00
657	CASX22013R	921179.01.08.11.EM33.13	62EM10	\$ 615.00
657	CASX22013R	921179.01.08.11.EM63.13	62EM40	\$ 8,167.00
508	CASX12012R	921179.01.08.19.EM67.12	62ET10	\$ 5,998.00
Sub- Total				\$ 3,173,275.00
Less	De-ob	432938.09.01.08.04.01	62ED04	\$ (19,722.00)
Total				\$ 3,153,553.00

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$197,765,531
This Action	\$0	\$3,153,553
New Amount	\$262,196,602	\$200,919,084

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4), exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through June 7, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$197,765,531	\$3,153,553	\$200,919,084

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000073		3. EFFECTIVE DATE 04/26/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Both (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(s) of this modification are to:

a) Pursuant to the Changes Clause incorporate the MSFC and MAF Electronic Security System into the current PWS Section 5.6 per the COR guidance from previous Technical Direction provided January 24, 2011 for MSFC Security services. In addition, this Mod incorporates the MAF Security initial request received in late 2012 to align the LENEL work from Jacobs to the MITS contract.

b) Contractor has no exceptions to the proposed requirements and competencies proposed by the Govt. and has agreed to perform the additional services at no-cost with no contract value changes.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Allison Hopkins - Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR Allison Hopkins (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 4/26/13		16C. DATE SIGNED 04/26/2013	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000073	PAGE OF 2 2
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page J-1 List of Attachments - PWS pages revised Page J-1-3 - PWS 5.6 MSFC and MAF Electronic Security Systems Pages J-1-25 & J-1-46 - PWS pages revised (25-27) and these slipped (28-46) Attachment J-12 - Acronyms & Abbreviations revised in its entirety</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Total Amount for this Modification: \$0.00 (No-Cost) Current Contract Value: \$262,196,602.00 Potential Contract Value: \$334,135,364.00 Payment Terms: Net 30 days</p>				

SECTION J - DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT J

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
ATTACHMENT J-1	Performance Work Statement	J-1-1 – J-1-46
ATTACHMENT J-2	Data Procurement Document	J-2-1 – J-2-47
ATTACHMENT J-3	Wage Determinations	J-3-1 – J-3-22
ATTACHMENT J-4	Performance Requirements Summary	J-4-1 – J-4-5
ATTACHMENT J-5	Surveillance and Cost Plus Fixed Performance Fee Plan	J-5-1 – J-5-17
ATTACHMENT J-6	Safety & Health Implementation Guide and Assessment Matrix	J-6-1 – J-6-3
ATTACHMENT J-7	Associate Contractor Agreements (ACAs)	J-7-1
ATTACHMENT J-8	Installation Provided Property and Services	J-8-1 – J-8-2
ATTACHMENT J-9	Applicable Regulations and Procedures	J-9-1 – J-9-9
ATTACHMENT J-10	Contract Security Classification and Specification (DD Form 254)	J-10-1 – J-10-2
ATTACHMENT J-11	Safety, Health and Environmental (SHE) Plan	J-11-1
ATTACHMENT J-12	Acronyms and Abbreviations	J-12-1 – J-12-9
ATTACHMENT J-13	PWS Work Breakdown Structure	J-13-1 – J-13-2
ATTACHMENT J-14	Personal Identity Verification (PIV) Procedures	J-14-1 – J-14-4
ATTACHMENT J-15	Organizational Conflict of Interest (OCI) Mitigation Plan	J-15-1

(End of clause)

ATTACHMENT J-1

- 4.4.3 Forms Management
- 4.4.4 Scientific and Technical Information
- 5.0 Telecommunications Services**
- 5.1 Telephone Services
- 5.2 Facsimile Services
- 5.3 Cable Plant
- 5.4 Radio Frequency (RF) Spectrum Management
- 5.5 Emergency Telecommunications
- 5.6 MSFC and MAF Electronic Security Systems**
- 5.7 Other Services

- 6.0 Applications and Web Services**
- 6.1 Center Business and Administrative Application and Web Services
- 6.2 Center Science and Engineering Application and Web Services
- 6.3 RESERVED
- 6.4 Documentation Repository

- 7.0 Computing Services**
- 7.1 Engineering Support
 - 7.1.1 Design, Development and Acquisition
 - 7.1.2 Systems Build, Integration, and Testing
 - 7.1.3 Implementation
 - 7.1.4 Installation
 - 7.1.5 Assessment and Acceptance Testing
- 7.2 Operations
- 7.3 Systems Administration
- 7.4 Database Administration
- 7.5 Backup and Storage
- 7.6 Hardware and Systems Software Maintenance
 - 7.6.1 Preventive Maintenance (PM)
 - 7.6.2 Remedial Maintenance (RM)
- 7.7 Security Support
- 7.8 Configuration Management and Control

- 8.0 Audio Visual Information Services**
- 8.1 Animation and Interaction Multimedia Services
- 8.2 Graphics and Publications
 - 8.2.1 Graphics and Publication Services
 - 8.2.2 Proposal Services
 - 8.2.3 Scientific and Technical Information (STI)
 - 8.2.4 Computer Analyst Support
- 8.3 Photographic Services
 - 8.3.1 Still Photography
 - 8.3.2 Photographic Laboratory
 - 8.3.3 RESERVED
 - 8.3.3.1 RESERVED

ATTACHMENT J-1

- c. Procure, install and maintain facsimile hardware and software to integrate this service with MSFC electronic mail services.

5.3 Cable Plant

The contractor shall provide Cable Plant Services for all outside cable plant media (fiber and copper) and all fiber optic media (both inside and outside) support for MSFC and MAF. This shall include all installation and maintenance support along with field location support. The contractor shall maintain cable plant documentation in accordance with DRD 1292MA-002. The contractor shall maintain a Class 3 Asbestos Crew which shall install various types of wiring (e.g. data, telephone, AVS, EWS) in buildings with asbestos containing material. The Asbestos Crew is required to undergo annual training to certify ability to work in above ceiling asbestos areas and performed in accordance with the SHE Plan DRD 1292SA-001 and MPR 1840.4, *Marshall Asbestos Program*.

5.4 Radio Frequency (RF) Spectrum Management

The contractor shall provide labor, material and other support required for the total operation and management of RF services at MSFC and MAF. These services include identification, planning, and coordination of RF spectrum requirements, allocation and assignment of frequencies, maintenance of frequency assignment records, and detection and reporting of RF Interference (RFI). The contractor shall provide maintenance of existing capabilities, development or acquisition, and implementation of enhancements for fixed, portable, and mobile radios as well as cellular signal enhancements and cellular carrier operated facilities.

5.5 Emergency Telecommunications

The contractor shall provide emergency telecommunications to MSFC and MAF. These services shall include maintenance of existing equipment, development or acquisition, and implementation of enhancements in support of emergency telecommunications, including Emergency Warning Systems support, and operations support services during disaster/ emergency situations such as, but not limited to, fire, explosion, accident, bomb threat, civil disturbance, terrorist-related incidents, flood, ice, snow, and tornadoes.

5.6 MSFC and MAF Electronic Security System

The contractor shall provide Electronic Security System (ESS) services for MSFC and MAF.

5.6.1 Electronic Access Control

5.6.1.1 Interior and exterior electronic door systems. The contractor shall provide badge readers, electronic lock control equipment, crash bars, sensors, emergency bypass per life safety code, connecting wiring, and preventative and trouble-oriented maintenance.

ATTACHMENT J-1

5.6.1.2 Vehicle gate (fence, rolling, crash barrier and swing-arm) and pedestrian turnstile systems. At MSFC only, the contractor shall provide gate and turnstile equipment, installation, badge readers, electronic lock control equipment, traffic sensors, emergency bypass per life safety code, connecting wiring, and preventative and trouble-oriented maintenance. At MSFC only, the contractor shall replace gate operators, and replace turnstile components and will consult with outside vendor to replace physical gate, turnstile, or other components when necessary.

5.6.1.3 Duress alarms, door contacts, sensors. The contractor shall provide duress alarms, contact and sensor equipment, installation, connecting wiring, preventative and trouble-oriented maintenance.

5.6.2 Video Surveillance System

5.6.2.1 Interior and Exterior Surveillance Cameras. The contractor shall provide cameras, camera-supporting equipment, interconnecting wiring, installation of interior and exterior cameras, interface with Enterprise Physical Access Control System (EPACS) and preventative and trouble-oriented maintenance.

5.6.2.2 Digital Video Recorders (DVR). The contractor shall provide DVR equipment, installation, interconnecting wiring, interface with EPACS, preventative and trouble-oriented maintenance of DVR's to capture and store surveillance video.

5.6.2.3 The contractor shall provide video surveillance support to Protective Services Office investigations.

5.6.3 Regional Administration

5.6.3.1 The contractor shall provide equipment, installation, interconnecting wiring, interface with the EPACS, preventative and trouble-oriented maintenance for all Center Premise Equipment (CPE) which includes but is not limited to card readers, cameras, DVR's, input boards, reader interfaces, Communication Servers, PELCO matrix switcher, duress alarms, contact alarms, and additional security devices that will be required to meet future NASA and Federal physical security guidelines.

5.6.3.2 The contractor shall be responsible for developing, updating, and maintaining the CPE Information Technology (IT) systems security plan in accordance with NASA and Federal directives and policies.

5.6.3.3 The contractor shall be responsible for the installation, maintenance, and troubleshooting of all Personnel Identification Verification (PIV) badging workstations. The Contractor will be responsible for installing the security client on all PIV enrollment and associated workstations and will provide continual troubleshooting and maintenance.

5.6.3.4 The contractor shall provide security reports in support of the Protective Services Office (PSO) operations, and obtain and transmit video footage in support of PSO operations.

ATTACHMENT J-1

5.6.4 General Support

5.6.4.1 Physical Security Systems Engineering Support. The contractor shall:

- a. Assist PSO Physical Security Specialists (PSS) during evaluation of new and existing facilities to determine appropriate methods for safely securing those facilities utilizing ESS equipment.
- b. Design, document, and procure all equipment, circuits, installation labor, and warranty support required to provide the systems to support the methods prescribed by PSO PSS.
- c. Coordinate with the Facilities Office, regarding ESS installation and design on all building construction projects.

5.6.4.2 Cable installation. The contractor shall:

- a. Be responsible for cable installation on all activities, to include those in areas identified as asbestos.
- b. Participate in asbestos installations at MSFC, and work in conjunction with the Center asbestos team.

5.6.5 PSST Additional Requirements

5.6.5.1 The contractor shall attend training to maintain existing and new certifications required to maintain, upgrade, and repair the ESS.

5.6.5.2 The contractor shall participate in meetings and telecons as required.

5.6.5.3 The contractor shall maintain regular interface with MSFC PSO ESS Lead regarding all ESS activities.

5.6.5.4 The contractor shall maintain regular interface with the NASA Enterprise Applications Competency Center (NEACC).

5.6.5.5 The contractor shall maintain an on-hand inventory of ESS equipment for maintenance and repairs which will be migrated into the MSFC Management Information and Control System (MICS) production inventory system.

5.6.5.6 The contractor shall provide all vehicles to include specialty vehicles and tools required to perform all ESS operations.

5.6.5.7 The contractor shall incorporate and support the integration of emerging technologies into the ESS.

5.6.5.8 The contractor shall obtain and maintain the appropriate level background investigation required for their designated position.

ATTACHMENT J-1

5.7 Other Services

The contractor shall provide other telecommunications services at MSFC and MAF required to meet customer requirements. These services shall include maintenance of existing processes, development or acquisition, and implementation of enhancements. In providing these services, the contractor shall:

- a. Operate and maintain a central distribution process for voice, video, and data products (incoming and generated)
- b. Provide and maintain dedicated transmission services between local customers and host computer systems.
- c. Provide procurement support for vendor circuits from MSFC to offsite NASA affiliated buildings. These circuits include, but are not limited to T-1, metro-Ethernet, and dark fiber and are used to extend the MSFC telephone system, MSFC Local Area Network, MSFC Cable TV system to offsite buildings. These offsite buildings are located within Huntsville or Madison, Alabama.

ATTACHMENT J-1

6.0 MSFC Applications and Web Services

The contractor shall provide computer applications and web services for MSFC customers; including areas of Business and Administration; Science and Engineering; and Document Repository. These services shall include development, sustaining and production support in compliance with established software and web standards. In providing these services the contractor shall:

- a. Maintain applications and web portfolio information in the Applications Inventory Module (AIM), a government provided and contractor maintained application, in accordance with DRD 1292MA-002. The contractor shall ensure that AIM is available for access and use by all MSFC organizations and contracts to support their data entry of custom developed or commercial-off-the-shelf (COTS) as required by the OCIO.
- b. Provide development and sustaining application support for both custom developed and COTS software which includes: definition and specification, requirements analysis and feasibility studies, design and development, configuration management, user assistance and training, documentation, ongoing maintenance (repairs and upgrades), and other operational support.
- c. Evaluate, procure, install, integrate, test, train, assist users, administer and provide other operational support. This service also includes application-related consulting, subject matter technical experts, and technical management.
- d. Adhere to life cycle support consistent with the Software Engineering Institute (SEI) Level 2 Capability Maturity Model Integration (CMMI) assessment in all areas of software development with Government approval at logical breaks in the lifecycle.
- e. Adhere to the guidelines for software release approval as outlined in MPR 2800.4, *Marshall Operational Readiness Review (MORR) for Center Applications and Web Sites*.
- f. Adhere to Federal, Agency and Center policies in the Enterprise Architecture area during development and to include the provision of tools for capturing and reporting data to support the EA landscape at MSFC.
- g. Provide data preparation, data entry, initiation and monitoring of production programs, user assistance, and generation, review and distribution of reports.
- h. Provide application administration on infrastructure hardware resources to include adherence to the OCIO guidelines for data structures, development tools, and approved platforms.
- i. Implement and audit MSFC web environments for web site compliance to Federal laws and Agency and Center policies.
- j. Provide Data Administration (DA) in the planning, organization, design, control, and documentation of data resources for all OCIO-supported systems in accordance with DRD 1292MA-002 to include the following:
 1. Establish and implement consistent overall DA strategies, such as data definition, logical data modeling, data resource life cycle management, data security, data integrity, and quality assurance
 2. Establish, implement, and maintain a DA program that incorporates the following sub elements: DA policies, procedures and standards, data architecture, data dictionary and models, orientation and training, and quality assurance.
 3. Use Service Oriented Architecture (SOA) principles and services to facilitate cost effective means for data exchange within the supported applications and serve as MSFC expert in SOA to assist other organizations with use of and understanding the SOA environment.

ATTACHMENT J-1

The contractor shall develop content for inclusion into the NASA Web Portal. All required policies and procedures currently approved at the Agency level for this environment shall be adhered to include, but are not limited to, Web Portal guidelines.

In support of all MSFC organizations, the contractor shall define and implement the set of processes and activities necessary to integrate MSFC applications, including those included under this contract and other applications across the Center, requiring account management into the NASA Account Management System (NAMS).

The contractor shall integrate the delivery of applications and web services to the maximum extent feasible.

All services to be provided may be routinely added or deleted throughout the period of performance of this contract (See Clause H-8) as long as the total number of applications and websites to be provided falls within the parameters set forth in Table J-1-1 below:

Table J-1-1
Applications and Websites Parameters

<i>Category</i>	<i>Category Description</i>	<i>Number of Applications/Websites</i>
<i>1</i>	<i>MSFC-wide application service or web site, critical or highly visible or complex application/web service.</i>	<i>36 – 50</i>
<i>2</i>	<i>Medium scale application service or web site, less complex, with medium criticality</i>	<i>55-95</i>
<i>3</i>	<i>Administrative and support application service/web site, or small user community</i>	<i>155-245</i>

The contractor shall provide Applications and Web Services Reports in accordance with DRD 1292MA-008.

6.1 Center Business and Administrative Application and Web Services

The contractor shall provide application and web services for the Center's Business and Administrative organizations including the Office of the Center Director and staff offices of Procurement, Chief Financial Officer, Safety and Mission Assurance, Equal Opportunity, Chief Counsel, the Office of the Chief Information Officer, the Office of Human Capital Management (OHCM), Office of Strategic Analysis and Communications (OSAC), and Office of Center Operations.

ATTACHMENT J-1

Examples of applications services the contractor shall provide to the Center Director and staff offices are the Director's Office support, the Centerwide Action Item Tracking System (CAITS), CFO core applications support, the electronic MSFC Resources Planning Tool (eMRPT), and Corrective Action System (CAS). Examples of web sites developed for these organizations include internal sites for center staff notes and center events, presentations and charts for Center executives, equal employment opportunity outreach, export control and safety information.

The contractor shall provide applications services to the Office of the Chief Information Officer such as: the Problem Management and Dispatch system (PMDS); Management Information Warehouse (MIW); Service Request System (SRS) and the Marshall Asset Management System (MAMS).

The contractor shall provide applications services to the Office of Human Capital Management (OHCM) such as the MSFC Personnel Information System (MPIS), and MSFC Staffing Plan System.

Examples of applications services that the Contractor shall provide to the Office of Center Operations include: the Computerized Maintenance Management System (CMMS)); and NASA Supply Management System (NSMS) MSFC site unique support.

The contractor shall provide applications services to the Office of Strategic Analysis Communications to include: Program electronic Project Online Risk Tool (ePORT).

Examples of web sites developed for these organizations include internal, external, and customer focused sites as well as, highly-specialized educational sites; Center historical sites; and sites specifically designed for news media relations.

6.2 Center Science and Engineering Application and Web Services

The contractor shall provide applications and web services to support MSFC's science and engineering organizations that include, but are not limited to, the Engineering Directorate, Space Shuttle Propulsion Office, Ares Projects Office, and Science and Mission Systems Office.

Examples of these applications and services provided to these organizations are NASA Structural Analysis (NASTRAN) support, Structural Load Test Measurement Acquisition System (SLTMAS), Engineering Technology Development Office Database support, Antenna Range Data Collection, Materials and Processes Technical Information System (MAPTIS), Electromagnetic Compatibility (EMC) support, Global Reference Atmospheric Model (GRAM) support, NASA Standards support, Configuration Management, Advanced Concepts support, Applications Administration, Dynamic Data Analyzer production support, National Space Science and Technology Center (NSSTC) support, Microgravity applications and the Integrated Engineering System (IES)

Examples of web sites developed for these organizations include internal, external and customer focused site for Engineering Directorate and Science and Mission Systems Office; the Discovery and New Frontier External Website; Environmental Control and Life Support System; Multi-Purpose Logistics Module Website; and the Radiation Hardened Electronics for Space Environments.

ATTACHMENT J-1

6.3 RESERVED

6.4 Documentation Repository

The contractor shall provide documentation repository services required to meet customer requirements. These services shall include operation/maintenance of existing processes, development or acquisition, and implementation of enhancements. In providing these services, the contractor shall:

- a. Develop, provide, enhance, and maintain content management, web services, and associated workflow applications for MSFC Offices and Directorates. Examples of Repository-supported applications and web services include the Documentum-based Repository Electronic Documentation Management System (EDMS), and the following custom web applications within the EDMS environment: the MSFC Directives Master List, MSFC Directives Review Process (a workflow application), MSFC Forms Master List, MSFC Facilities Documents web page, NASA Competency Center Document Library, and the MSFC Electronic Records Staging Area (ERSA).
- b. Provide systems integration, application development, and electronic records management support between the Repository Electronic Documentation Management System (EDMS) and designated NASA engineering data and knowledge management systems. Examples of NASA systems that are to be integrated with the Repository EDMS include: the MSFC Integrated Engineering Capability, Design and Data Management System (IEC DDMS), Marshall Engineering Knowledge Management System (ME KM), and the NASA Technical Standards System.
- c. Provide application development, maintenance, and enhancement of custom databases to support MSFC technical documentation, knowledge management, and records management requirements. Examples of existing custom databases that are to be supported and maintained include: the MSFC Records Management Oracle database, and the Documentation Distribution Requirements List (DDRL) Oracle database.
- d. Provide technical expertise and application administration for all software required including Documentum.
- e. Receive, manage, store, and distribute officially released engineering drawings, associated technical documentation, and standardization documentation.
- f. Transition from paper-based to integrated electronic documentation management, including receiving, indexing, storing, distributing, and appropriate archiving
- g. Maintain proprietary, restricted-access and export control document files in accordance with relevant MSFC and NASA Directives and related regulations and guidelines.
- h. Maintain and transition legacy master microfilm aperture card file and microfiche files.
- i. Prepare in acceptable media and formats any official record documents being transmitted, through coordination with the MSFC Records Manager, to the National Archives and Records Administration (NARA) for archival purposes.
- j. Maintain the MSFC Records Staging Area (RSA).
- k. Develop and maintain the Marshall Technical Report Server (MTRS).

ATTACHMENT J-1

7.0 Computing Services

The contractor shall provide computer systems, virtual machines and environments, distributed servers and peripheral services for existing/established and future systems to support the application services described in paragraph 6.0, as well as other MSFC specific administrative, business, engineering and scientific applications which may reside outside the scope of paragraph 6.0. The contractor shall support of the current computing, storage and backup infrastructure for the NEACC lines of business. These applications execute on servers as well as standard desktop/laptop computers. System locations shall include, but not limited to, MSFC Building 4663, the National Space Science and Technology Center (NSSTC) located on Bradford Drive in Huntsville, AL, and various laboratories and server rooms across the MSFC campus. These distributed elements of the infrastructure primarily support the NEACC ICAM (Identity, Credentials and Account Management) line of business. The contractor shall apply paragraph 7.0 requirements for MSFC managed systems associated with the Michoud Assembly Facility (MAF). The contractor shall be required to perform short term, temporary work at the MAF facility.

A simplified approach to the MSFC Computing Services (MCS) scope of work is the DABO model, which is defined as Design, Acquire, Build, and Operate. In order to satisfy this model's requirements, the contractor shall provide engineering, design, development, acquisition, build, integration, implementation, system testing, operations support, event management, systems administration, database administration, backup and storage, IT Security support, configuration management and business continuity. This also includes, but is not limited to documentation, drawings, pricing methodology, budgeting, schedule, maintenance, consolidated system and system software license management and any required training and training material (per DRD 1292MA-002).

During the period of performance of this contract the number and types of managed systems and items of hardware to be maintained may be routinely added or deleted. These changes are within the scope of this PWS and shall not, in general, be construed as changes within the meaning of the "Changes -- Cost-Reimbursement -- Alternate II" clause of this contract as long as the total number of computing systems to be managed is not less than 500 and not greater than 2,000 and the total number of hardware items to be maintained is not less than 4,000 and not greater than 15,000 (See Clause H.8).

This work shall be integrated with the service offerings that emerge as part of the NASA Enterprise Data Center (NEDC) and NASA Integrated Communications Services (NICS) acquisition. The MITS Contractor will serve as a front-line integrator and manage the utilization and business administration functions of acquired NEDC and NICS service offerings as appropriate. These services shall include, but are not limited to, Data Center housing and WAN/LAN network connectivity.

The contractor shall maintain, support and utilize the existing Remedy system for managing the work flow for system issue resolution, system enhancements, and new project implementations. The contractor shall maintain, support and utilize the existing Remedy system for developing and delivering cost estimates.

ATTACHMENT J-1

The nominal support requirement for this service is normal duty hours, Monday through Friday, and performing remote monitoring with on-call support at all other times. Additional support shall be required during major events, which includes, but is not limited to system issues, and is based on scheduled customer requirements. This additional support will result in after hours, weekend, or holiday work.

7.1 Engineering Support

The contractor shall provide systems engineering and sustaining engineering support functions for existing/established and future systems. A system typically includes the combination of hardware equipment and systems software to support application requirements. Systems software includes operating systems, compilers, database management systems, transaction management systems, switching systems, performance and utilization tracking systems, libraries, utilities, and other software necessary for the operation and execution of IT systems. In performance of this function, the contractor shall:

- a. Conform to the MSFC Enterprise Architecture Model.
- b. Maintain and update customer requirements in accordance with DRD 1292MA-002.
- c. Perform, in accordance with DRD 1292MA-002 for business cases and trade studies to maintain, balance, and optimize requirements allocations across subsystems.
- d. Perform system performance studies, recommending appropriate changes to eliminate potential system bottlenecks, resources conflicts and system overloads in accordance with DRD 1292-MA-002.
- e. Isolate problems in systems and execute proper resolution, including status reports, and documenting of changes in accordance with DRD 1292MA-002.
- f. Provide capacity analysis and planning recommendations based on analysis and changes in requirements and technology in accordance with DRD 1292MA-002.
- g. Provide hardware and systems software enhancements to meet customers' requirements in response to changing workloads and technologies.
- h. Provide statuses of work performed as requested.

7.1.1 Design, Development and Acquisition

The contractor shall design, develop, prototype and acquire/procure IT systems to meet customer requirements. Based on customer requirements, existing customer systems, and customer funding, design, development and acquisition work may encompass, but is not limited to production, testing, development and staging systems. In performance of this function, the contractor shall:

- a. Define requirements that shall include collecting and documenting customer (including written buyoff) or system requirements in accordance with DRD 1292MA-002.
- b. Analyze the defined requirements ensuring that functionality, reliability, availability, maintainability, security, affordability, and policies and procedures are addressed. Perform
- c. systems engineering trade studies to optimize requirements allocations across subsystems in accordance with DRD 1292MA-002.
- d. Develop and document designs consistent with generally accepted engineering guidelines and practices.

ATTACHMENT J-1

- e. Electronically store, backup, update and maintain a library of all approved engineering drawings and designs.
- f. Maximize commonality and the use of COTS components.
- g. Coordinate external interface designs.
- h. Conduct design reviews.
- i. Develop engineering prototype hardware and software components, subsystems, and systems to verify design and certify requirements.
- j. Deliver multiple design options based on cost, feasibility and maintainability in accordance with DRD 1292MA-002.
- k. Develop and deliver cost estimates.
- l. Acquire, procure, fabricate, assemble, and modify components, systems and subsystems.
- m. Provide statuses of work performed as requested.
- n. Support partnerships with industry, academia, and government agencies to accelerate and/or assist in the deliverance of customer requirements and deadlines.

7.1.2 Systems Build, Integration, and Testing

The contractor shall perform system builds and integration of hardware and software into operational configurations of computational systems. The contractor shall ensure that all elements of the system cohesively function as a fully integrated, operational system. The contractor shall perform testing of systems and system components as required for proper operation. In performance of these functions, the contractor shall:

- a. Build systems and associated system components.
- b. Ensure customer-established functional requirements are met.
- c. Ensure conformance with the applicable federal standards.
- d. Ensure interoperability with existing systems.
- e. Ensure design concepts are not inadvertently changed during the integration process.
- f. Perform verification and validation testing independent of the design organization.
- g. Perform technical reviews of integration and testing activities.
- h. Provide statuses of work performed as requested.

7.1.3 Implementation

The contractor shall manage and provide the installation, integration of hardware, systems software, services and applications software components into fully operational systems and verify satisfaction of the customer's performance requirements. In performance of this function, the contractor shall:

- a. Assemble, install, connect, inspect and "stage" the systems.
- b. Integrate, verify functionality, and document implementation of the services.
- c. Perform verification testing of the systems under simulated load conditions, and assess failure modes of the systems.
- d. Provide the customer written instructions that contain all relevant information for reporting a problem related to the service, equipment or software
- e. .
- f. Fully manage the implementation to operational process.
- g. Provide statuses of work performed as requested.

ATTACHMENT J-1

7.1.4 Installation

In performance of this function, the contractor shall:

- a. Install the components into a fully operational configuration to meet the customer requirements.
- b. Schedule implementations to minimize disruptions or impacts to services.
- c. Verify that the connections, support equipment, and software for the system have been properly installed.
- d. Ensure property control requirements (e.g., identification tags and stickers) are met (as defined in the approved Government Property Management Plan, which is prepared in accordance with DRD 1292LS-001.
- e. Provide statuses of work performed as requested.

7.1.5 Assessment and Acceptance Testing

In performance of this function, the contractor shall:

- a. Verify that the system is installed properly, and that the system satisfies customer's requirements using acceptable test and assessment methods, and written customer buyoff, as appropriate.
- b. Conduct an acceptance review with CIO and customers presenting a summary of the verification results.
- c. Provide statuses of work performed as requested.

7.2 Operations

For operational systems, the contractor shall perform the following functions:

- a. Adhere to a standard and approved operations model.
- b. Provide and maintain event management functions.
- c. Monitor System and sub-system efficiency and perform troubleshooting and tuning of systems, subsystems, components, peripherals, and interfaces.
- d. Provide Configuration Management in accordance with DRD 1292CM-001.
- e. Perform regular and scheduled maintenance which includes but is not limited to patches, upgrades, and performance tuning.
- f. Develop and maintain an approved strategy for systems software licenses purchases, installation and activation, as well as updated records of these activities in accordance with DRD 1292MA-002.
- g. Provide statuses of work performed as requested.

7.3 System Administration

The contractor shall perform system administration functions for existing/established and future systems. Responsibilities shall include the following:

ATTACHMENT J-1

- a. Provide and maintain operating systems, database management systems, compilers, libraries, and all other systems software necessary for the operation, execution and security of the computer systems.
- b. Operate and maintain computer, peripheral and data acquisition systems, to include system initializations and recoveries, storage and backup management, and print production and dissemination.
- c. Provide program and data security, scheduling, and quality control.
- d. Provide security support as required by Paragraph 3.0, in particular, adhering to new security bulletins and installation of patches to fix known vulnerabilities as well as working within restrictions involving firewalls and other security-related constructs, maintaining compliance with NASA Incident Response Center (NASIRC) bulletins, utilizing Secure Shell for host authentication, user authentication, and encryption, and the use of Transmission Control Protocol/Internet Protocol (TCP/IP) wrappers and System monitoring for anomalies and security break-in attempts.
- e. Provide account management documentation of users to include: addition and deletion of user ID's, disk quotas, accounting and access control, utilization reports, consultation on advancing technologies, video and imaging support and data visualization in accordance with DRD 1292MA-002.
- f. Provide risk analysis and management that shall include continual identification and assessment of technical, schedule, cost, and organizational risks involved with the operation of systems in accordance with DRD 1292MA-003.
- g. Provide statuses of work performed as requested.

7.4 Database Administration

The contractor shall perform database administration functions for existing/established and future systems which includes but is not limited to analyzing, planning, installing, testing, implementing, maintaining, tuning, and managing databases. The contractor shall also provide statuses of worked performed as requested.

7.5 Backup and Storage

The contractor shall perform backup and storage functions which include but are not limited to the following:

- a. Provide, maintain and manage customer storage, backups and restoration of the systems including all system files, file systems, directories, and/or user files.
- b. Monitor storage and backup systems for efficiency and utilization.
- c. Provide, as needed, engineering/architectural services for existing and newly acquired backup and storage systems.
- d. Provide statuses of work performed as requested.

7.6 Hardware and Systems Software Maintenance

The contractor shall be responsible for hardware and systems software maintenance which utilizes a customer funded agreement between the customer and the contractor. At NASA's discretion and

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timeline, the contractor shall be required to develop, implement and maintain a more cost effective method for this work.

The contractor shall maintain, in a fully operational condition, all hardware and systems software for those systems which the contractor has responsibility. Items to be maintained, consistent with the categories of hardware and systems software described in this PWS, will be routinely added or deleted throughout the period of performance of this contract. In performance of this function, the contractor shall:

- a. Prepare, implement, and maintain the Operability/Maintainability Plan in accordance with DRD 1292RM-001.
- b. Utilize existing Computing and Communications Asset Information Management System (CCAIMS) for tracking and logging operational failures, incidents, discrepancies, problem disposition and resolution, maintenance and repair activities, all in accordance with DRD 1292MA-008.
- c. Prepare and deliver status reports providing information on outages, such as component involved, period of downtime, and corrective actions in accordance with DRD 1292MA-008.
- d. Compile and maintain a list of key contacts responsible for coordinating and conducting the required hardware and systems software maintenance functions in accordance with DRD 1292MA-002.
- e. Maintain warranty protection and conditions for equipment in warranty.
- f. Maintain vendor subscriptions describing and providing updates and enhancements.
- g. Maintain a complete, up-to-date, and accurate list of spare parts and related material necessary to maintain the equipment in accordance with DRD 1292MA-002.
- h. Ensure availability of parts for both maintenance and production functions.
- i. Maintain a real time, up-to-date service record for each system. The record shall include: the date and type of equipment, service performed, list of parts used and costs, staff-hours utilized, and downtime, or time not available for use of equipment in accordance with DRD 1292MA-002.
- j. Maintain a working relationship with vendors or other NASA Centers necessary to obtain required items or maintenance in a timely manner.
- k. Maintain up-to-date vendor documentation for all systems in accordance with DRD 1292MA-002.
- l. Coordinate maintenance activities with customers, other service providers, and other contractors.
- m. Maintain a complete, up-to-date, and accurate list of systems software licenses.

7.6.1 Preventive Maintenance (PM)

The contractor shall perform PM, defined as maintenance performed by the contractor that is designed to keep the hardware and systems software in proper operating condition. The PM is performed on a scheduled basis, normally during the Principle Periods of Maintenance (PPM) defined for each system in the Operability/Maintainability Plan in accordance with DRD 1292RM-001.

- a. In performing PM on hardware equipment, the contractor shall:

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1. Develop PM schedules that minimize disruption to customer operations. Provide PM schedules in accordance with DRD 1292RM-001
2. .
3. Perform adjustments, cleaning, lubrication, and replacement of parts as specified according to published maintenance procedures.
4. Install latest releases of Field Change Orders (FCO's) and other hardware updates.
- b. In performing PM to software, the contractor shall:
 1. Acquire, test, and install systems software updates. Systems software tests and installations shall normally be performed during scheduled system test periods.
 2. Track and renew system software licenses in accordance with DRD 1292MA-002.
 3. Evaluate vendor-supplied updates or patches for applicability.
 4. Implement system software releases.

7.6.2 Remedial Maintenance (RM)

The contractor shall perform RM, defined as that maintenance performed which results from equipment and software failure. It is performed as required on an unscheduled basis. RM shall be performed on all hardware and software elements specified in this contract. In performance of this function, the contractor shall:

- a. Perform RM promptly after notification that the component is inoperative.
- b. Ensure that the RM is performed to meet the customer's requirements and minimizes operational impact to the customer.
- c. Plan, implement, and enforce operational procedures to ensure that the system continues to operate while any failed component is being replaced. Document operational procedures in the Operability/Maintainability Plan in accordance with DRD 1292RM-001.
- d. Ensure that the maintenance tools, spares, procedures, skills, and response times are adequate to meet the requirements of the approved Operability/Maintainability Plan in accordance with DRD 1292RM-001.

7.7 Security Support

In accordance with Paragraph 2.6 requirements, the contractor shall develop, document, maintain, and manage operational and technical IT security policies, plans, procedures, and controls for all systems. For each of these services, the contractor shall integrate the IT security policies, plans, procedures, and control measures into their full life cycle, and shall test and review these policies, plans, procedures, and controls for adequacy and compliance as approved by NASA.

7.8 Configuration Management and Control

The contractor shall prepare, implement, and maintain a Configuration Management Plan which describes the technical and administrative functions necessary to identify and document the technical requirements of a system or project, control changes, deviations, and waivers to these technical requirements, and record and report change processing and implementation status in accordance with DRD 1292CM-001. The contractor shall maintain as-implemented systems configuration information to include, but is not limited to, vendor, hardware model numbers, software revision levels, user interface details, location and customer.

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8.0 Audio Visual Information Services

The Contractor shall provide management, operations, and production for Audio Visual Information Services (AVIS) to include, but not limited to, Animation & Interactive Multimedia, Graphics & Publication, Photographic Services, Reproduction, Television & Streaming, and Special Events Administration and Support Services. The contractor shall provide each service in accordance with applicable laws, regulations, NASA and MSFC regulatory guidelines.

The contractor shall research and document emerging technologies in the performance of all AVIS services to utilize these technologies as economically feasible. The contractor shall investigate and suggest new process improvements in the AVIS area.

8.1 Animation and Interactive Multimedia Services

The contractor shall create, develop and distribute animations, presentations, other multimedia products distributed on CD-ROM or DVD to MSFC customers, contractors and research partners in industry and academia, to government leaders or to the public. The production of animation and interactive multimedia requires planning (pre-production), content production, and final production which includes potential deliverables as follows:

- a. Pre-production work deliverables can consist of: project outline, working script, storyboard, shooting plan and shooting schedule.
- b. Production work deliverables can consist of : artistic backgrounds and texture maps, model design and construction, set design, camera set up and motion plan, lighting set-up, motion path and or key-framing the required action, creating the wire frame animation and/or the animatic.
- c. Post Production work can consist of: reviewing the rendered animatic, assessing the success or failure of each take and each scene, editing the scenes together into a video addressing the incorporation of the special effects into the live shot scenes, adding special effects that help to dissolve each scene into other scenes as the production requires, and reviewing the dailies with the customer and making the necessary adjustments.

8.2 Graphics and Publication

The contractor shall provide labor, material, equipment, management, and other support for MSFC graphics and publications services and products in a primarily Macintosh® environment with some Windows® systems. The contractor shall provide services and products adhering to the "NASA Style Guide" located at <http://communications.nasa.gov/portal/site/osc>.

8.2.1 Graphics and Publication Services

The contractor shall create, design, layout, illustrate, edit, write, proof, and produce the following type products (but not limited to): publications and presentations for posting to the web or NASA portal; 2-D and 3-D animation for various applications such as web sites, input into video, and multimedia presentations; banners, posters, and displays; books, brochures, newsletters, fact sheets, and programs; certificates; charts, graphs, and tables; illustrations; interior signs; miscellaneous products; matting, mounting and laminating; and presentations in a variety of deliverable media

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8.2.2 Proposal Services

The contractor shall provide Proposal Publications formatted according to required specifications for each NASA Research Announcement (NRA), Announcement of Opportunity (AO), or other calls for proposals in a variety of deliverable media. The contractor shall provide compliance matrixes, templates and boilerplates, configuration management, editing, formatting, illustrations, charts, graphs, tables, layouts, production scheduling, proofreading, and writing for proposals to support MSFC submissions on announcements.

8.2.3 Scientific and Technical Information (STI)

The contractor shall provide Scientific and Technical Information (STI) Publications in a variety of media and formats such as but not limited to: Portable Document Format (PDF), CD-ROM, interactive CD-ROM/DVD, and printed manuscripts.

The contractor shall provide NASA series reports (Technical Publications, Technical Memorandums, Contractor Reports, and Conference Publications) and miscellaneous publications (journal articles). The subject matter of the NASA series reports and miscellaneous publications will include all areas of research and development.

The contractor shall be responsible for: receiving technical manuscripts from authors; determining the correct report series; determining if the author package is complete to include a completed Standard Form (SF) 298, NASA Form (NF) 1676, and other pertinent information; preparing work orders; formatting, editing, and preparing manuscripts; notifying the author for manuscript reviews; delivering final draft and NF 1676 to the Technical Publications Office for approval and NASA number assignment; and delivering final product to the author in a variety of media such as a limited amount of printed copies, PDF files, CD-ROMs, or interactive CD-ROM/DVD.

The contractor shall deliver one printed copy of each report and PDF to the Technical Publications Office for placement on the Marshall Technical Report Server (MTRS).

8.2.4 Computer Analyst Support

The contractor shall provide computer analyst support in a primarily Macintosh® environment with some Windows® systems, and associated peripherals, to perform the following functions (but not limited to):

- a. Maintain all computer stations and peripherals in accordance to current NASA and MSFC Security regulations; including an inventory database of all computer and non-computer equipment and verify accurate information in NASA/MSFC-provided databases;
- b. Maintain software inventory and database; monitor current trends in technology and MSFC capabilities;
- c. Provide research for all non-NASA Desktop standard provided software and plug-ins with emphasis on specialized Graphics and Publication software;

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- d. Coordinate and assist with operating system upgrades/updates by developing unique graphics “system loads” to provide all graphics computers with uniform systems and performing the installations;
- e. Research and recommend hardware and software for computer updates and replacements
- f. Provide research and education on font management ensuring compatible fonts across all computers;
- g. Provide real-time troubleshooting for all computer systems and interface with NASA Standard Desktop Helpdesk and technicians;
- h. Develop best practices with current operating systems and specialized software to maintain consistency and compatibility across all computers and associated peripherals, including large-format graphic printers.

8.3 Photographic Services

The contractor shall provide still photographic services for Still Documentation, Passport/Visa photos, Official Portraits, Special Events Photography, Photographic Laboratory Services, and Conference Room Support, that includes documentation of lab or field-testing to official NASA personnel photos and high-quality digital images for distribution to news media, and public outreach. The contractor shall be responsible for the operation of MSFC’s photographic equipment, distribution systems, and studio. These services include maintenance of existing processes, and development or acquisition and implementation of enhancements for the imaging services.

8.3.1 Still Photography

The contractor shall provide still photographic documentation of Centerwide events that would be considered significant or historical. Contractor still photographers shall document technology research elements, significant testing milestones, and hardware studies conducted at the Center. The contractor shall provide photographic distribution in support of MSFC programs and projects. The contractor shall operate and maintain the existing photographic studio.

8.3.2 Photographic Laboratory

The contractor shall provide a full service photographic production laboratory. The contractor shall provide digital photographic production including image enhancement, printing, and electronic distribution.

8.3.3 RESERVED

8.3.3.1 RESERVED

8.3.3.2 RESERVED

8.3.4 Marshall Image Exchange (MiX) and Photographic Archive

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The contractor shall maintain still photographic libraries and archives on Center. The contractor shall scan images for displaying on the current MiX website in accordance with NASA Image Exchange (NiX) guidelines. The contractor shall research and develop captions for images, including interfacing with NASA/MSFC program/project personnel. The contractor shall work with NASA personnel in the transition from MiX to the NASA Images Archive.

8.3.5 Conference Room Support

The contractor shall provide conference room support including installation and maintenance of existing conference room capabilities, such as ceiling-mounted projectors, polycoms, televisions and screens. The contractor shall provide design, development and implementation for NASA-approved requirements.

The Contractor shall schedule the conference facilities located in Morris Auditorium, P110, in building 4200 and Contracting Officer's Technical Representative (COTR) designated video teleconferencing rooms. The contractor shall operate these facilities.

8.3.6 Audio Video Support Services

The contractor shall maintain the hardware required for the Marshall Cable Television System. The contractor shall receive downlinks during shuttle missions as a backup to the main receiving system as well as other downlinks to support MSFC and the Agency. The contractor shall provide and maintain all MSFC and MAF Audio Video installations such as televisions, screens, projectors, and polycoms.

8.4 Reproduction and Printing Services

The contractor shall provide materials, management, and other resources necessary to operate in-house duplicating services and provide commercial printing procurement services to MSFC programs, projects, and organizations. The contractor shall provide these services in accordance with Public Law 102-392 and Section 207, the Joint Committee on Printing (JCP) Printing and Binding Regulations, NPD 1490.1, *NASA Printing, Duplicating, and Copy Management* and MPR 1490.1, *Printing, Reproduction, and Self-Service Copying Services*.

8.4.1 In-house Duplicating Services

The contractor shall operate and manage an in-house duplicating facility, located in Building 4200, Room G34, and large-format engineering document reproduction, located in Bldg. 4491.

The services provided shall include (but not limited to): Black and White (B&W) duplication of (one or two-sided) standard-size documents (up to 11"x17"); large-format documents (simplex only) up to J-size; and color duplication of standard documents up to 12" x 18" (one or two-sided). The contractor shall provide binding services for B&W and color products to include (but not limited to): side stitch, stapled-upper-left, saddle-stitch, adhesive-tape perfect binding, three-hole drill, metal fasteners, GBC binding (comb binding), and plastic coil binding. The contractor shall

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provide special finishing operations to include (but not limited to): tri-fold, pamphlets, printed & inserted tabs, Z-fold for 11"x17", large document folding, adhesive padding, and variable data printing. The contractor shall on occasion be required to provide "expedited service" that requires overtime.

The contractor shall receive, process, and duplicate from paper originals or electronic files submitted by the customer from various sources and/or media. The contractor shall receive customer service requests through an on-line ordering system. The contractor shall complete each service request per the customer specifications and delivery dates as requested. The contractor shall evaluate and recommend new technology hardware and/or software for replacing existing equipment or software. The contractor shall acquire, manage installation, and implement new processes or software as needed.

The contractor shall collect production metrics within the service request system and shall maintain service request records per the MSFC Printing Office Records Retention Plan. The contractor shall provide various production reports monthly, quarterly, and annually in accordance with DRD 1292MA-006.

8.4.2 Commercial Printing Procurement

The contractor shall have the ability to procure any commercial printing as a backup capability as needed through the Government Printing Office (GPO) in support of all MSFC organizations and entities acting on behalf of Marshall Space Flight Center. This procurement process is mandated and provided in accordance with Title 44 of the U.S. Code and Public Law 102-392, October 6, 1992 (amended by Public Law 103-283, July 22, 1994), Section 207 and the NPD 1490.1.

The contractor shall provide printing procurement services to the MSFC Printing Office, Building 4200, room G32A. The contractor shall procure posters, brochures, tri-fold pamphlets, periodicals, bookmarks, tags, forms, decals, lithographs, coasters, magnets, poly-bags, letterhead, CD/DVD mastering and replication, and business cards for MSFC customers. The contractor shall interface with MSFC customers to determine their requirements; write printing requisitions per GPO procedures review and approve pre-production proofs; and evaluate printed products for compliance to specifications. The contractor shall report quality defects and manage corrective action.

The contractor shall utilize all procurement vehicles available through the GPO to include one-time solicitations, MSFC and NASA Headquarters term contracts, and the GPO Simplified Purchase Acquisition (SPA) program. The contractor shall assist the MSFC Printing Office in managing these contracts through Atlanta Regional GPO and Washington GPO. The contractor shall have expert knowledge of terms and conditions of printing contracts. The contractor shall assist the MSFC Printing Office in collaborating with other NASA centers as a participant in the "NASA Print Rider" program. The contractor shall understand and procure products within MSFC funding guidelines. The contractor shall manage office records and databases per the MSFC Printing Office Records Retention Plan. The contractor shall collect production metrics within the service request system. The contractor shall provide various production reports monthly, quarterly, and annually per DRD 1292MA-006.

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8.4.3 RESERVED

8.5 Television and Video Services

The contractor shall provide material, management, and other resources required for the total operation of MSFC's Television and Video Services. Activities shall include planning, producing, documenting, engineering, archiving, operations, and maintenance. Specifically, the contractor shall:

- a. Operate and maintain the existing studio.
- b. Produce, distribute, televise, transmit, and record live presentations, ceremonies, programs and other special events.
- c. Prepare and distribute live and recorded broadcast quality productions.
- d. Plan, develop, script-write, film and edit a variety of broadcast quality video projects.
- e. Record and archive in support of MSFC research and development testing.
- f. Provide content for closed circuit television (CCTV), DesktopTV, and Podcasts.
- g. Receive and distribute NASA TV content.
- h. Provide select MSFC videos for distribution on NASA TV.
- i. Operate and maintain the equipment in the Building 4207 television department.
- j. Operate a multi-format recording and duplication facility including but not limited to VHS, Beta SP, DVCAM, DVD, CD, DVC Pro, SVHS, DVC ProHD, and HDCAM.
- k. Operate and maintain full broadcast audio production facility.
- l. Complete the migration of production and distribution processes to HDTV.
- m. Maintain music libraries, motion picture photographic library, tape library and archives. At all times, the contractor shall know the location of any item in the archive.
- n. Implement and maintain a digital archive.
- o. Integrate content between AVIS PWS paragraph 8.0 elements; distributes content to other AVIS PWS elements.
- p. Assist the Agency's DTV Working group as needed.

8.6 Streaming Services

The contractor shall develop, implement and maintain hardware and software required to provide live and on-demand streaming services to MSFC and MAF using the DesktopTV application (DesktopTV) as a front-end web interface to both live and on-demand content. The contractor shall provide content delivery, live event support and format conversion in support of this service. The contractor shall provide this streaming service using NASA approved software tools and formats.

8.7 Special Events Administration and Support Services

The contractor shall support MSFC and MAF Special Events, which are events not in the category of research, testing or development, as customer requested through an online service request system. This support includes administration of the services for a requested event in which one or more services from PWS paragraph 8.0 shall be performed.

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8.7.1 Special Event Administration

The contractor shall coordinate between the customer and service providers to identify specific details needed to support the event, this includes: finalizing requirements and preparing an event requirements document; and preparing and delivering a cost estimate to Government for distribution to requesting customer for approval.

The contractor shall send a post-event continuous improvement electronic customer survey to the customer within 2 days after the event. This survey requests feedback on the quality of services provided by the contractor. This feedback is shared with the service providers and if negative feedback is received from a customer, procedures in MWI 1280.2, *MSFC Customer Feedback (CF) Processing Through The Corrective Action System (CAS)*, will be followed.

8.7.2 Special Event Support

The contractor shall provide Audio Video support for all MSFC events by providing the sound system, podium, microphone, flags, projectors, large screens, and other associated equipment. The contractor shall be prepared to fully support overlapping events, if requested.

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ACRONYMS AND ABBREVIATIONS

A&WS	Applications and Web Services
ACA	Associate Contract Agreement
ACES	Agency Consolidated End-User Services
ACO	Administrative Contracting Officer
AIM	Applications Inventory Module
AO	Announcement of Opportunity
AQL	Acceptable Quality Level
AR	Acceptance Review
ASQ	American Society for Quality
AV	Audio/Visual
AVIS	Audio Visual Information Services
AVS	Audio Video Coding Standard
B&W	Black and White
BICE	Bureau of Immigration and Customs Enforcement
BLS	Bureau of Labor Statistics
BOE	Basis of Estimate
BY	Budget Year
C&A	Certification and Accreditation
CAITS	Center-wide Action Item Tracking System
CAO	Certification & Accreditation Official
CAOT	Cognizant Audit Office Template
CAS	Cost Accounting Standards
CAS	Corrective Action System
CASI	Center for Aerospace Information
CBA	Collective Bargaining Agreement
CCAIMS	Computing and Communications Asset Information Management System
CCS	Center Chief of Security
CCTV	Closed Circuit Television
CD	Compact Disk
CDC	Central Distribution Center
CDL	Commercial Driver's Licenses
CDR	Critical Design Review
CD-ROM	Compact Disk – Read Only Memory
CECSR	Contractor's Employee Compensation System Review
CERTRAK	MSFC Certification Database
CESR	Contractor's Estimating System Review
CF	Customer Feedback

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ACRONYMS AND ABBREVIATIONS

CFC	Combined Federal Campaign
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CMMI	Capability Maturity Model Integration
CMMS	Computerized Maintenance Management System
CMP	Configuration Management Plan
CMR	Communication Material Review
CO	Contracting Officer
COM	Cost of Money
COOP	Continuity Of Operations Plan
COSS	Center Operations Support Services
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off The Shelf
CPE	Center Premise Equipment
CPR	Core Process Requirement
CPSR	Contractor's Purchasing System Review
CRM	Customer Relationship Management
CRR	Communications Restoration and Recovery
CSO	Corporate Security Officer
CUB	Compliance and Usability Board
DA	Data Administration
DAA	Document Availability Authorization
DABO	Design, Acquire, Build and Operate
DAR	Data at Rest
DCAA	Defense Contract Audit Agency
DCB	Directives Control Board
DCL	Document Change Log
DDRL	Documentation Distribution Requirements List
DELMIA	Digital Enterprise Lean Manufacturing Interactive Application
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name Service
DoD	Department of Defense
DOL	Department of Labor
DOT	Department of Transportation
DPD	Data Procurement Document
DR	Disaster Recovery
DR	Decommissioning Review
DRD	Data Requirement Document

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ACRONYMS AND ABBREVIATIONS

DRL	Data Requirements List
DRR	Data Communications and Recovery
DTIC	Defense Technical Information Center
DTV	Digital Television
DVC	Digital Video Camera
DVCAM	Digital Video Camera
DVD	Digital Video Disc
DVR	Digital Video Recorders
EA	Enterprise Architecture
EACC	Enterprise Application Competency Center
EAR	Export Administration Regulations
EAST	Enterprise Applications Service Technologies
ECP	Engineering Change Proposal
EDC	Engineering Design Challenge
EDMS	Repository Electronic Documentation Management System
EDP	Electronic Data Processing
EIT	Electronic and Information Technology
EM	Electromagnetic
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
eMRPT	electronic MSFC Resources Planning Tool
EMS	Electronic Meeting System
EPACS	Enterprise Physical Access Control System
EPM	Excel Pricing Model
ePORT	electronic Project Online Risk Tool
ERC	Educator Resource Center
ERSA	Electronic Records Staging Area
ESS	Electronic Security System
ET	External Tank
ETPS	Electronic Test Preparation Sheet
EWS	Emergency Warning System
FAR	Federal Acquisition Regulation
FAS	Financial Accounting Standard
FASB	Financial Accounting Standard Board
FCO	Field Change Order
FEAC	Federated Enterprise Architecture Certification
FEMA	Federal Emergency Management Agency
FGE	Federal Grade Equivalency

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ACRONYMS AND ABBREVIATIONS

FIPS	Federal Information Processing Standards Publication
FISMA	Federal Information Security Management Act
FMD	Financial Management Division
FPRA	Forward Pricing Rate Agreement
FSO	Facility Security Officer
FSS	Fire Surveillance System
FTS	Federal Telecommunications System
GAO	Government Accountability Office
GBC	General Binding Corporation
GPO	Government Printing Office
GRAM	Global Reference Atmospheric Model
HOSC	Huntsville Operations Support Center
HPGL	Hewlett-Packard Graphic Language
HSPD-12	Homeland Security Presidential Directive-12
HVAC	Heating, Ventilation, Air Conditioning
ICAM	Identity Creditial Access Management
ICD	Interface Control Document
ID	Identification
IDMS	Identity Management System
IEC DDMS	Integrated Engineering Capability, Design and Data Management System
IEM	Integrated Enterprise Management
IEMP	Integrated Enterprise Management Project
IES	Integrated Engineering System
IFR	Infrastructure Review
IPAM	IP Address Management
IPO	Industrial Property Officer
IRIS	Incident Reporting Information System
IRT	Incident Response Team
ISCB	Center Information Systems Change Board
ISO	International Organization for Standard
IT	Information Technology
ITAR	International Traffic and Arms Regulations
ITEP/IM	IT Evaluation Planning and Innovation Management
ITPM	IT Portfolio Management
ITSC	IT Security Center
ITSM	Information Technology Security Manager
JCP	Joint Committee on Printing
JD/Q	Job Description/Qualification

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ACRONYMS AND ABBREVIATIONS

LAN	Local Area Network
LTC	Lost Time Case
MAF	Michoud Assembly Facility
MAMS	Marshall Asset Management System
MAPTIS	Materials and Processes Technical Information System
MCC	Mobile Command Center
MCDAS	Measurement and Controls Data Acquisition System
MCR	Management Community Resource
MCS	MSFC/Marshall Computing Services
MEKM	Marshall Engineering Knowledge Management System
MEOV	Mobile Emergency Operations Vehicle
MFD	Multifunctional Device
MICS	Management Information and Control System
MIT	Marshall Information Technology Services
MIW	Management Information Warehouse
MiX	Marshall Image Exchange
MNI	MSFC NAMS Integration
MOA	Memorandums of Agreement
MORR	Marshall Operational Readiness Review
MOU	Memoranda of Understanding
MPIS	Marshall Personnel Information System
MRR	Mission Readiness Review
MSFC	Marshall Space Flight Center
MSFOC	Manufacturing Support and Facility Operations Contract
MSR	Mission Support Room
MTRS	Marshall Technical Report Server
NAC	National Agency Check
NACI	National Agency Check with Inquiries
NAICS	North American Industry Classification System
NAIS	NASA Acquisition Internet Service
NAMS	NASA Account Management System
NAR	Needs Assessment Reports
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NASIRC	NASA Incident Response Center
NASTRAN	NASA Structural Analysis
NCIC	National Crime Information Center
NDC	NASA Data Center

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ACRONYMS AND ABBREVIATIONS

NEACC	NASA Enterprice Applications Competency Center
NEDC	NASA Enterprise Data Center
NESS	NASA Electronic Submission System
NETWORK	GSA Networks Contract
NF	NASA Form
NFNMS	NASA Foreign National Management System
NFS	NASA FAR Supplement
NICS	NASA Integrated Communications Services
NID	NASA Interim Directive
NISC	NASA Information Support Center
NISN	NASA Integrated Services Network
NISPOM	National Industrial Security Program Operating Manual
NIST	National Institute of Standards and Technology
NiX	NASA Image Exchange
NLRB	Number of National Labor Relations Board
NOAA	National Oceanic & Atmospheric Administration
NODIS	NASA Online Directives Information System
NPD	NASA Procedure Directive
NRA	NASA Research Announcement
NRRS	NASA Records Retention Schedule
NSMS	NASA Supply Management System
NSSC	NASA Shared Services Center
NSSE	National Security Systems Enclave
NSSTC	National Space Science and Technology Center
NTSR	New Technology Summary Report
OATS	Outside Activity Tracking System
OCI	Organizational Conflict of Interest
OCIO	Office of Chief Information Officer
ODIN	Outsourcing Desktop INitiative
OHCM	Office of Human Capital Management
OMB	Office of Budget and Management
OPM	Offeror Pricing Model
OPM	Office of Personnel Management
OPX	Off-Premise Extensions
OS	Operating System
OSAC	Office of Strategic Analysis and Commutations
PABX	Private Automatic Branch Exchange
PACS	Physical Access Control System

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ACRONYMS AND ABBREVIATIONS

PAI	Privacy Act Information
PBX	Public Branch Exchange
PCI	Personal Identity Verification Card Issuance
PCR	Project Completion Review
PDF	Portable Document Format
PDR	Preliminary Design Review
PDWS	Procurement Data Warehouse System
PIV	Personal Identification Verification
PKI	Public Key Infrastructure
PL	PatchLink
PM	Preventative Maintenance
PM	Program Manager
PMC	Performance Measurement Criteria
PMDS	Problem Management and Dispatch System
PO	Purchase Order
POA&M	Plan of Actions & Milestones
POC	Point of Contact
POLARIS	Program/Project Online Library and Resource Information System
PPBE	Programming, Planning, Budgeting, Execution
PPE	Personal Protective Equipment
PPM	Principle Periods of Maintenance
PRI	Primary Rate Interface
ProHD	JVC Professional High Definition
PRS	Performance Requirements Summary
PSO	Protective Services Office
PSS	Physical Security Specialists
PWS	Performance Work Statement
QATAP	Quality Assurance Through Attributes Program
RAS	Remote Access Service
RF	Radio Frequency
RFI	RF Interference
RFP	Request for Proposal
RM	Remedial Maintenance
RMES	Retired Marshall Employee System
RMO	Resources Management Office
RMT	Risk Management Team
RSA	Records Staging Area
RT	Representative Task

Attachment J-12

ACRONYMS AND ABBREVIATIONS

S&MA	Safety and Mission Assurance
SAIC	Science Applications International Corporation
SAN	Storage Area Network
SAT	Simplified Acquisition Threshold
SATERN	System for Administration, Training and Educational Resources
SBA	Small Business Administration
SBIR	Small Business Innovation Research
SBU	Sensitive but Unclassified
SCA	Service Contract Act
SCDT	SATERN Content Development Team
SCI	Sensitive Compartmented Information
SCR	System Concept Review
SCRS	Safety Concerns Reporting System
SDLC	Software Development Lifecycle
SEA	Special Events Administrator
SEB	Source Evaluation Board
SEF	Software Engineering Framework
SEI	Software Engineering Institute
SEMO	Supply and Equipment Management Officer
SEO	Systems Engineering and Operations
SESASS	Sustaining Engineering Support for Agency-wide Admin. Systems
SF	Standard Form
SHE	Safety, Health and Environmental
SHETrak	Safety, Health, and Environmental Finding Tracking System
SIM&S	System Integration/Modeling & Simulations, Inc.
SLA	Service Level Agreement
SLC	Standard Labor Classification
SLTMAS	Structural Load Test Measurement Acquisition System
SO	Service Orders
SOA	Service Oriented Architecture
SOC	Security Operations Center
SPA	Simplified Purchase Acquisition
SRR	System Requirements Review
SRS	Service Request System
SSA	Source Selection Authority
SSF	Integrated Space Station Freedom
SSN	Social Security Number
SSWP	Supervisors Safety Web Page

ATTACHMENT J-12

ACRONYMS AND ABBREVIATIONS

STI	Scientific and Technical Information
TBD	To Be Determined
TBP	To Be Proposed
TCP	Total Compensation Plan
TCP/IP	Transmission Control Protocol/Internet Protocol
TM	Task Monitor
TRIR	Total Reportable Injury Rate
TRR	Test Readiness Review
UAH	University of Alabama in Huntsville
UCS	Utility Control System
UNITeS	Unified NASA Information Technology Services
USML	U.S. Munitions List
UXO	Unexploded Ordnance
VCRS	Video Conferencing Reservation System
VoIP	Voice over Internet Protocol
VoTS	Voice Teleconferencing System
WAN	Wide Area Network
WBS	Work Breakdown Structure
WDOL	Wage Determinations On-Line
WebTADS	Web Time and Attendance Distribution System
WYE	Work Year Equivalent

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 5	
2. AMENDMENT/MODIFICATION NO. 000074		3. EFFECTIVE DATE 05/14/2013		4. REQUISITION/PURCHASE REQ. NO. 4200473177	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,591,328.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

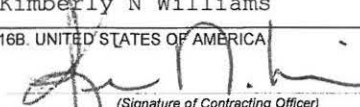
1. The purpose(s) of this modification are to:

a) Provide an obligation of incremental funding in the amount of \$3,591,328; thereby increasing the total funding allotted to this contract from \$200,919,084 to \$204,510,412; and

REQUISITION AMOUNT
4200473177 \$3,620,758.00
De-ob 4200448831 (\$29,430.00)
TOTAL \$3,591,328.00

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) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 05/14/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000074PAGE OF
2 5

NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>These funds need to be deobligated for reason(s) below:</p> <p>1. Funds being moved to another contract</p> <p>b) The anticipated fund through date changes to June 6, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$3,591,328.00 New Total Obligated Amount for this Award: \$204,510,412.00 Incremental Funded Amount changed: from \$200,919,084.00 to \$204,510,412.00</p> <p>Incrementally Funded through date changed from 06/07/2013 to 07/01/2013 Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200473177

RD	FUND	WBS	COST CTR	AMOUNT ON PR
809	SCEX22013D	269027.04.08	62HS30	1,598
640	EXPX22013D	277144.11.04.13	62HS30	8,000
807	EXPX22012D	277385.04.02.08.02	62ED04	1,521
635	EXPX22012D	277385.04.02.08.02	62ED04	4,200
506	EXCX22013D	361065.07.02.01	62IS40	1,789
807	EXPX22013D	371365.02.03	62ED04	13,410
660	EXCX22013D	401769.06.03.07.03.03	62EV44	46,000
624	EXCX22013D	401769.06.08.02.04.05	62ES23	41,500
621	CASX22013D	432938.08.01.08.09.05.20	62EM60	60,000
621	CASX22013D	432938.08.01.08.09.06.50	62EM60	2,939
646	CASX22013D	432938.08.01.08.09.06.50	62ES43	56,982
807	CASX12012D	432938.09.01.08.04.01	62ED04	4,200
635	CASX22013D	432938.09.01.08.13.28	62ED04	800
807	CASX22013D	432938.09.01.08.13.28	62ED04	14,000
621	CASX22013D	432938.09.01.08.13.44	62EM60	52,000
618	CASX12012D	432938.11.01.08.33	62ED02	92,296
643	CASX22013D	432938.11.01.08.33	62EM42	168,000
202	CASX22013D	432938.11.01.08.33	62ET50	16,874
502	CASX22013D	432938.11.01.08.35	62ER33	100
502	CASX22013D	432938.11.01.08.35	62ER41	100
663	CASX22013D	432938.11.01.08.35	62EV01	50,000
700	CASX12012D	432938.11.01.08.35	62EV42	5,841
700	CASX12012D	432938.11.01.08.35	62EV71	7,008
502	CASX22013D	432938.11.01.08.39	62ET10	120
502	CASX22013D	432938.11.01.08.39	62ET40	200
502	CASX22013D	432938.11.01.08.39	62EV01	100
502	CASX22013D	432938.11.01.08.39	62EV34	100
502	CASX22013D	432938.11.01.08.39	62EV34	100
502	CASX22013D	432938.11.01.08.39	62EV41	100
502	CASX22013D	432938.11.01.08.39	62EV44	100
502	CASX22013D	432938.11.01.08.39	62EV72	100
508	CASX22013D	432938.11.01.08.39	62EV73	661
502	CASX22013D	432938.11.01.08.40	62EM32	100
508	CASX22013D	432938.11.01.08.40	62EM42	1,933
415	CASX22013D	572196.08.08	62IS70	6,849
705	CASX22013D	572196.11.08	62IS70	355,000
809	EXPX22013D	585777.01.01.02	62XP02	230
807	EXPX22013D	585777.02.02.01.01.10	62ED04	16,270

508	EXPX22013D	585777.02.40.04.03.10	62ET20	3,080
643	EXPX22013D	585777.02.81.01.01.10	62EO04	30,000
202	EXPX22013D	585777.02.90.02.05.10	62ES53	
202	EXPX22013D	585777.02.90.02.50.10	62ES53	21,981
508	EXPX22013D	585777.08.10.10.01	62XP03	100
700	EXPX22013D	585777.08.20.01.01	62ER21	10,172
646	EXPX22013D	585777.08.30.33	62ES43	58,228
506	EXPX22013D	585777.08.30.50.62.03	62ET30	250
640	EDUX22013D	612506.62.01	62HS30	2,750
640	EDUX22013D	612506.62.03	62HS30	2,750
809	SPTX22013D	645454.01.08.04.03	62ZP31	58
625	EXCX22013D	725932.08.01.02.01	62ER43	7,000
809	CASX22013D	736466.01.02.08.01.05	62HS01	87
502	CASX22013D	736466.01.08.08.04	62CS01	100
662	CASX22013D	736466.01.09.08.03.06	62IS01	13,714
804	CASX22013D	736466.01.09.08.03.09	62IS01	22,960
800	CASX22013D	736466.01.09.08.03.10	62IS01	889
807	CASX22013D	736466.01.09.08.05.53	62CS10	54,000
508	CASX22013D	736466.01.10.08.02.16	62AS40	4,800
506	CASX22013D	736466.04.02.08.01.02	62AS50	400,000
644	CASX22013D	736466.06.08.08.07	62AS20	78,117
202	CASX22013D	736466.06.08.08.07	62AS20	7,560
500	CASX22013D	736466.07.01.08	62IS01	78,136
501	CASX22013D	736466.07.01.08	62IS01	634,498
600	CASX22013D	736466.07.03.08	62IS01	221,601
616	CASX22013D	736466.07.03.08	62IS01	102,263
420	CASX22013D	736466.07.08.08	62IS01	22,596
300	CASX22013D	736466.07.09.08	62IS01	216,845
442	CASX22013D	736466.07.10.08	62IS01	24,723
202	EXPX22013D	747797.06.13.06.30.08	62ET10	800
502	CASX22013D	812235.29.20.02.08	62IS50	360
502	SPTX22013D	813188.01.08	62ZP31	200
705	CASX22013D	884617.10.01.02.08.88.01	62IS01	450,000
807	EXPX22013D	898694.01.10.08	62IS30	14,000
711	SCEX22012D	943396.05.03.02.08.02	62ZP13	1,519
640	EDUX22013D	975423.62.02.04	62HS30	1,750
640	EDUX22013D	975423.62.04.04	62HS30	1,750
640	EDUX22013D	980399.62.01	62HS30	25,000
640	EDUX22013D	980399.62.02	62HS30	25,000
640	EDUX22013D	980399.62.03	62HS30	25,000
640	EDUX22013D	980399.62.04	62HS30	25,000

Subtotal				3,620,758
Deob				(29,430)
Total				3,591,328

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$200,919,084
This Action	\$0	\$3,591,328
New Amount	\$262,196,602	\$204,510,412

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 1, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$200,919,084	\$3,591,328	\$204,510,412

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 6	
2. AMENDMENT/MODIFICATION NO. 000075		3. EFFECTIVE DATE 06/19/2013		4. REQUISITION/PURCHASE REQ. NO. 4200477963	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	
				10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5		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) Net Increase: \$9,783,395.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

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

a) Provide an obligation of incremental funding in the amount of \$9,783,395; thereby increasing the total funding allotted to this contract from \$204,510,412 to \$214,293,807; and

REQUISITION AMOUNT
4200477963 \$9,783,395.00
TOTAL \$9,783,395.00

b) The anticipated fund through date changes to August 30, 2013;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED 06/19/2013	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000075	PAGE 2	OF 6
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$9,783,395.00 New Total Obligated Amount for this Award: \$214,293,807.00 Incremental Funded Amount changed: from \$204,510,412.00 to \$214,293,807.00</p> <p>Incrementally Funded through date changed from 07/01/2013 to 08/30/2013</p> <p>Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200477963

FUND	WBS	COST CTR	AMOUNT ON PR
CECX62012D	097596.08.01.06	62AS20	\$ 1,300.00
SPTX22013D	228556.01.08	62EM42	\$ 30,000.00
CECX62012D	284781.08.01.06	62AS20	\$ 1,980.00
SPTX22013D	295670.01.08.01.20	62EM50	\$ 100.00
EXCX22013D	361065.07.02.01	62IS40	\$ 100.00
EXCX22013D	361065.07.02.01	62IS40	\$ 100.00
EXCX22013D	401769.06.03.07.02.02	62EM20	\$ 40,000.00
EXCX22012D	424606.01.01.03	62CS30	\$ 262.00
EXCX22012D	424606.01.01.03	62CS30	\$ 800.00
CASX22013D	432938.08.01.08.01	62EE11	\$ 100.00
CASX22013D	432938.08.01.08.09.06.50	62EM10	\$ 35,403.00
CASX22013D	432938.08.01.08.09.06.50	62EM42	\$ 43,546.00
CASX22013D	432938.08.01.08.09.06.50	62EV74	\$ 19,159.00
CASX22013D	432938.09.01.08.13.23	62EM10	\$ 200.00
CASX22013D	432938.09.01.08.13.32	62ES53	\$ 2,371.00
CASX22013D	432938.11.01.08.34	62EO20	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER21	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER21	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER35	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER35	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER35	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER35	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER35	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER43	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER43	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER43	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER43	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER43	\$ 100.00
CASX22013D	432938.11.01.08.35	62EV40	\$ 14,400.00
CASX22013D	432938.11.01.08.39	62CS01	\$ 100.00
CASX22013D	432938.11.01.08.39	62EO02	\$ 547.00
CASX22013D	432938.11.01.08.39	62ER42	\$ 145.00
CASX22013D	432938.11.01.08.39	62ES01	\$ 150.00
CASX22013D	432938.11.01.08.39	62ES01	\$ 150.00
CASX22013D	432938.11.01.08.39	62ES41	\$ 100.00
CASX22013D	432938.11.01.08.39	62ES43	\$ 100.00
CASX22013D	432938.11.01.08.39	62ES43	\$ 100.00
CASX22013D	432938.11.01.08.39	62ET10	\$ 100.00
CASX22013D	432938.11.01.08.39	62ET10	\$ 100.00
CASX22013D	432938.11.01.08.39	62ET30	\$ 2,765.00
CASX22013D	432938.11.01.08.39	62ET30	\$ 2,035.00

CASX22013D	432938.11.01.08.39	62ET50	\$ 150.00
CASX22013D	432938.11.01.08.39	62ET50	\$ 150.00
CASX22013D	432938.11.01.08.39	62EV32	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV41	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV41	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV41	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV41	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV41	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV41	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV41	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV42	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV72	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV74	\$ 100.00
CASX22013D	432938.11.01.08.39	62EV74	\$ 200.00
CASX22013D	432938.11.01.08.40	62ER21	\$ 100.00
CASX22013D	432938.11.01.08.40	62ES41	\$ 100.00
CASX22013D	432938.11.01.08.40	62ES41	\$ 100.00
SPTX22013D	465372.01.08.02	62FP02	\$ 700.00
SPTX22013D	471296.01.08.01	62ZP30	\$ 84,000.00
CASX22013D	572196.08.08	62IS70	\$ 29,854.00
CASX22013D	572196.08.08	62IS70	\$ 6,849.00
CASX22013D	572196.11.08	62IS01	\$ 668,000.00
CASX22013D	572196.11.08	62IS70	\$ 9,528.00
EXPX22013D	573754.01.02.15.07.04	62XP02	\$ 70,000.00
SCEX22013D	581291.01.01.01	62FP21	\$ 7,841.00
SCEX22013D	581291.01.01.01	62FP21	\$ 9,450.00
EXPX22013D	585777.01.01.02	62XP02	\$ 8,204.00
EXPX22013D	585777.01.01.02	62XP02	\$ 777.00
EXPX22013D	585777.01.01.02	62XP02	\$ 403.00
EXPX22013D	585777.01.01.02	62XP02	\$ 31,244.00
CASX22013D	585777.02.02.01.01.10	62EV01	\$ 68,000.00
EXPX22013D	585777.02.10.07.02.10	62EV74	\$ 74,000.00
EXPX22013D	585777.02.10.10.02.10	62ED04	\$ 43,989.00
EXPX22013D	585777.02.33	62ED02	\$ 13,350.00
EXPX22013D	585777.02.40.03.02.10	62EV32	\$ 19,000.00
EXPX22013D	585777.02.40.05.04.10	62EV34	\$ 19,000.00
EXPX22013D	585777.02.90.02.50.10	62ES52	\$ 67,033.00
EXPX22013D	585777.04.70.04.04.04	62EM10	\$ 952.00
EXPX22013D	585777.04.70.04.04.08	62EM10	\$ 1,890.00
EXPX22013D	585777.08.20.01.02	62ED02	\$ 194,000.00
EXPX22013D	585777.08.20.20.68.05.01	62EM10	\$ 100.00
EXPX22013D	585777.08.30.01.62.06	62EM10	\$ 50.00

EXPX22013D	585777.08.30.33	62EM41	\$ 8,964.00
EXPX22013D	585777.08.50.01.62	62XP50	\$ 1,291.00
EXPX22013D	585777.08.50.50.10	62EM42	\$ 100.00
EXPX22013D	585777.08.50.50.10	62EM60	\$ 36,000.00
SPTX22013D	645454.01.08.50	62ZP01	\$ 100.00
CASX22013D	724297.20.27.08	62EV44	\$ 4,000.00
CASX22013D	724297.20.27.08	62EV44	\$ 6,600.00
CASX22013D	724297.20.27.08	62EV44	\$ 10,000.00
CASX22013D	736466.01.03.08	62OS01	\$ 120.00
CASX22013D	736466.01.08.08.04	62CS01	\$ 400.00
CASX22013D	736466.01.09.08.03.06	62IS01	\$ 50,000.00
CASX22013D	736466.01.09.08.03.07	62IS01	\$ 127,059.00
CASX22013D	736466.01.09.08.03.09	62IS01	\$ 85,382.00
CASX22013D	736466.01.09.08.03.10	62IS01	\$ 68,821.00
CASX22013D	736466.01.09.08.03.12	62IS01	\$ 40,563.00
CASX22013D	736466.01.09.08.03.12	62IS01	\$ 226,481.00
CASX22013D	736466.01.09.08.03.12	62IS01	\$ 121,626.00
CASX22013D	736466.02.05.08.05.04	62HS10	\$ 404.00
CASX22013D	736466.04.02.08.01.02	62AS50	\$ 404,369.00
CASX22013D	736466.04.02.08.01.02	62AS50	\$ 500,000.00
CASX22013D	736466.04.02.08.01.05	62AS50	\$ 122,500.00
CASX22013D	736466.05.01.08	62QD31	\$ 100.00
CASX22013D	736466.05.01.08	62QD35	\$ 100.00
CASX22013D	736466.06.02.08.02	62AS20	\$ 87.00
CASX22013D	736466.06.08.08.04	62AS20	\$ 221,000.00
CASX22013D	736466.07.03.08	62IS01	\$ 2,549,797.00
CASX22013D	736466.07.03.08	62IS01	\$ 165,175.00
CASX22013D	736466.07.04.08	62IS01	\$ 100,044.00
CASX22013D	736466.07.07.08	62IS01	\$ 216,342.00
CASX22013D	736466.07.08.08	62IS01	\$ 113,629.00
CASX22013D	736466.07.08.08	62IS01	\$ 68,919.00
CASX22013D	736466.07.09.08	62IS01	\$ 599,210.00
CASX22013D	736466.07.10.08	62IS01	\$ 26,796.00
CASX22013D	736466.07.10.08	62IS01	\$ 23,469.00
CASX22013D	736466.07.10.08	62IS01	\$ 28,117.00
CASX22013D	736466.07.10.08	62IS01	\$ 106,799.00
CASX22013D	752374.28.48.02.08	62IS01	\$ 168,000.00
CASX22013D	752374.28.48.02.08	62IS01	\$ 100,000.00
EXCX22013D	769347.05.08.14.01.02	62EO03	\$ 3,100.00
SCEX22013D	791926.02.03.05.32	62ED02	\$ 5,060.00
CASX22013D	812235.29.20.02.08	62IS50	\$ 536.00

CASX22013D	812235.29.20.02.08	62IS50	\$ 2,645.00
CASX22013R	833011.02.08.01.VG2A.13	62ED02	\$ 2,400.00
CASX22013R	833011.02.08.62.FP01.13	62EM10	\$ 1,347.00
CASX22013R	833011.02.08.62.FP01.13	62EM10	\$ 270.00
CASX22013R	833011.02.08.A6.FP01.13	62EM10	\$ 350.00
CASX22013R	833011.02.08.ED.FP05.13	62ED02	\$ 6,397.00
CASX22013D	869021.05.08.09.26	62EM10	\$ 170.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 1,499,000.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 292,592.00
CASX22013R	921179.01.08.11.ES1B.13	62EM10	\$ 466.00
CASX22013R	921179.01.08.27.EM72.13	62EM50	\$ 10,542.00
CASX22013R	966826.02.08.11.ZP3B.13	62ED02	\$ 28,829.00
Total			\$ 9,783,395.00

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$204,510,412
This Action	\$0	\$9,783,395
New Amount	\$262,196,602	\$214,293,807

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through August 30, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$204,510,412	\$9,783,395	\$214,293,807

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000076		3. EFFECTIVE DATE 06/27/2013		4. REQUISITION/PURCHASE REQ. NO. 4200479152	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$2,896,484.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

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

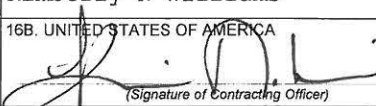
a) Provide an obligation of incremental funding in the amount of \$2,896,484; thereby increasing the total funding allotted to this contract from \$214,293,807 to \$217,190,291; and

REQUISITION AMOUNT
4200479152 \$2,896,484.00
TOTAL \$2,896,484.00

b) The anticipated fund through date changes to September 19, 2013;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 06/27/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000076PAGE OF
2 5NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$2,896,484.00 New Total Obligated Amount for this Award: \$217,190,291.00 Incremental Funded Amount changed: from \$214,293,807.00 to \$217,190,291.00</p> <p>Incrementally Funded through date changed from 08/30/2013 to 09/19/2013 Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200479152

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22013D	006220.01.01.03	62SF02	\$ 59,157.00
EXPX22013D	006220.01.01.03	62SF02	\$ 179,000.00
SCEX22013D	153351.05.05.05	62ZP11FA	\$ 59,795.00
CASX12012R	262521.01.08.11.ZP1J.12	62ZP11FA	\$ 614.00
CASX12012R	262521.02.08.82.ZP1G.12	62ZP11FA	\$ 3,444.00
CASX12012R	262521.02.08.83.ZP1G.12	62ZP11FA	\$ 138.00
CASX12012R	262521.02.08.84.ZP1G.12	62ZP11FA	\$ 61.00
CASX12012R	262521.02.08.85.ZP1G.12	62ZP11FA	\$ 590.00
CASX12012R	262521.02.08.87.ZP1G.12	62ZP11FA	\$ 2,007.00
CASX12012R	262521.02.08.89.ZP1G.12	62ZP11FA	\$ 382.00
EXPX22013D	277144.11.01.09.02	62HS30	\$ 1,085.00
EXPX22013D	277144.11.04.13	62HS30	\$ 6,500.00
SCEX22013D	281945.02.03.03.70	62ZP11FA	\$ 1,062.00
SCEX22013D	281945.02.03.03.74	62ZP11FA	\$ 26,238.00
SCEX22013D	281945.02.11.01.76	62ZP11FA	\$ 31,576.00
SCEX22013D	281945.02.14.02.67	62ZP11FA	\$ 23,765.00
EXPX22013D	371365.01.04	62ES11	\$ 2,718.00
EXPX22013D	371365.01.04	62ES11	\$ 5,974.00
SCEX22013D	389018.02.14.01.04	62ZP11FA	\$ 148,935.00
SCEX22013D	389018.02.14.01.09	62ZP11FA	\$ 3,585.00
EXCX22013D	401769.06.03.03.02.07	62ES23	\$ 1,181.00
EXCX22013D	401769.06.03.07.02.02	62EM20	\$ 40,000.00
CASX22013D	432938.08.01.08.09.06.50	62ED02	\$ 27,630.00
CASX22013D	432938.08.01.08.09.06.50	62EM20	\$ 18,792.00
CASX22013D	432938.08.01.08.09.06.50	62EM42	\$ 36,000.00
CASX22013D	432938.08.01.08.09.06.50	62EV43	\$ 6,894.00
CASX22013D	432938.11.01.08.33	62EV44	\$ 7,079.00
CASX22013D	432938.11.01.08.39	62ER42	\$ 69.00
CASX22013D	432938.11.01.08.39	62ET10	\$ 1,759.00
CASX22013D	432938.11.01.08.39	62ET10	\$ 3,885.00
CASX22013D	432938.11.01.08.39	62ET20	\$ 2,835.00
CASX22013D	432938.11.01.08.39	62ET30	\$ 1,627.00
CASX22013D	432938.11.01.08.39	62EV01	\$ 1,840.00
CASX22013D	432938.11.01.08.40	62EM31	\$ 661.00
CASX22013D	432938.11.01.08.40	62EM32	\$ 807.00
CASX22013D	432938.11.01.08.40	62EM32	\$ 2,729.00
CASX22013D	432938.11.01.08.40	62EM50	\$ 4,155.00
CASX22013D	432938.11.01.08.40	62ES32	\$ 100.00
SPTX22013D	465372.01.08.02	62FP02	\$ 59,106.00

SPTX22013D	563550.01.08.01	62ZP30	\$ 100.00
SCEX22013D	573945.04.18.02.65	62ZP11FA	\$ 25,650.00
EXPX22013D	585777.08.20.20.68.05.01	62EM60	\$ 10,000.00
EXPX22013D	585777.01.01.02	62XP02	\$ 1,182.00
EXPX22013D	585777.01.01.02	62XP02	\$ 230.00
EXPX22013D	585777.02.33	62ER02	\$ 1,789.00
EXPX22013D	585777.02.33	62ER24	\$ 1,789.00
EXPX22013D	585777.02.40.06.05.10	62EV31	\$ 78,516.00
EXPX22103D	585777.02.80.07.10.10	62AS42	\$ 230,000.00
EXPX22013D	585777.02.90.03.30.10	62ES53	\$ 8,930.00
EXPX22013D	585777.02.90.03.30.10	62ES53	\$ 1,789.00
EXPX22013D	585777.02.90.03.30.10	62ES53	\$ 16,154.00
CASX12012R	595551.01.08.11.VP1F.12	62ZP02	\$ 1,125.00
CASX12012R	595551.01.08.11.ZP2E.12	62ZP11FA	\$ 589.00
EDUX22013D	612506.62.01	62HS30	\$ 4,000.00
EDUX22013D	612506.62.03	62HS30	\$ 4,000.00
EDUX22013D	647044.62	62IS01	\$ 150,000.00
EXCX22012D	672854.01.02.01	62TP01	\$ 1,183.00
EXCX22013D	672854.01.02.01	62TP01	\$ 2,518.00
CASX22013D	724297.20.27.08	62EV44	\$ 35,000.00
CASX22013D	736466.01.04.08.03.06	62HS30	\$ 100.00
CASX22013D	736466.01.06.08.02	62CS50	\$ 1,827.00
CASX22013D	736466.02.05.08.05.04	62HS10	\$ 173.00
CASX22013D	736466.02.05.08.05.04	6SHS10	\$ 201.00
CASX22013D	736466.03.01.08.02.05	62AS10	\$ 60,000.00
CASX22013D	736466.05.01.08.20.01	62ET50	\$ 351.00
CASX22013D	736466.06.02.08.02	62AS20	\$ 1,789.00
EXPX22013D	747797.06.41.99.08	62FP30	\$ 1,828.00
CASX22013D	752374.28.33.01.08.88.01	62IS60	\$ 640,000.00
CECX62013D	821001.08.02.05	62AS10	\$ 75,000.00
CASX22013R	833011.02.08.62.FP01.13	62EM10	\$ 1,347.00
EXPX22013D	845953.01.06.01.02	62EM60	\$ 1,364.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 850.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 63,765.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 100.00
CASX22013R	921179.01.08.11.ES1B.13	62EM10	\$ 466.00
CASX12012R	921179.01.08.15.E455.12	62EM40	\$ 2,062.00
CASX22013R	921179.01.08.27.EM72.13	62EM50	\$ 10,542.00
EDUX22013D	975423.62.02.04	62HS30	\$ 750.00
EDUX22013D	975423.62.04.04	62HS30	\$ 750.00
EDUX22013D	980399.62.01	62HS30	\$ 171,225.00

EDUX22013D	980399.62.02	62HS30	\$ 171,225.00
EDUX22013D	980399.62.03	62HS30	\$ 171,225.00
EDUX22013D	980399.62.04	62HS30	\$ 171,225.00
Total			\$ 2,896,484.00

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$214,293,807
This Action	\$0	\$2,896,484
New Amount	\$262,196,602	\$217,190,291

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through September 19, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$214,293,807	\$2,896,484	\$217,190,291

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000077		3. EFFECTIVE DATE JUL 09 2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC NASA/Marshall Space Flight Center 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/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 CHANGES (Cost -Reimbursement) and 43.103 (a) Mutual Agreement of Both (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(s) of this modification are to:

a) Pursuant to the Changes Clause incorporate the revisions negotiated in Attachment J-5; section 2.3.3.4 Return to Service for Telephones Metrics per the COTR guidance from Technical Direction.

b) The Govt. has no exceptions to the proposed requirements and Metrics proposed by the Contractor in a meeting on June 19, 2013. The contractor has agreed to perform the additional services at no-cost, with no contract value changes.

2. The following page(s) or attachment(s) has/have been modified Per COR direction to the Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Allison Hoggins - Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams	
15B. CONTRACTOR/OFFEROR Allis Hoggins (Signature of person authorized to sign)	15C. DATE SIGNED 7/9/13	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED JUL 09 2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000077	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>MTS contract. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Attachment J-5 Surveillance Plan - pages revised (J-5-9) and these slipped (J-5-10 & J-5-11) into Mod 77 with no changes.</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement to revise Attachment J-5 Surveillance Plan section 2.3.3.4 Return to Service for Telephones for work within scope.</p> <p>Total Amount for this Modification: \$0.00 Payment Terms: Net 30 days</p>				

ATTACHMENT J-5

Systems Availability	% of available fee
≥ 99.95%	100%
99.5% - 99.9499%	75%
< 99.9499%	0%

2.3.3.2 Move Add Changes (MAC) (2%). In support of move, add and change services for WBS 5.0, a mean time to install (MTTI) of ≤ 12 business hours is required to receive 100 percent of the fee. To earn 75 percent of the fee, the contractor shall have a MTTI of >12 business hours and ≤ 16 business hours. For a MTTI > 16 business hours, the contractor shall receive 0 percent fee.

Number of Late Deliverables	% of available fee
≤12 Business Hrs.	100%
>12 and ≤16 Business Hrs.	75%
> 16 Business Hrs.	0%

2.3.3.3 Mean Time to Repair for Radios (2%). The contractor shall provide in support of WBS 5.0 mean-time-to-repair for radios. The mean-time-to-repair is ≤8 days from report of failure and readily available at all times to earn 100% of the fee for this element. To earn 75 percent of the fee, the Contractor shall not have a mean-time-to-repair of >8 business hours and ≤10 business hours. When the contractor exceeds 10 business hours, the contractor shall receive 0 percent fee. Repair in this metric is defined as a return to service excluding the depot time outside the contractors control. The mean-time-to-repair time will be from report of failure until shipped to the depot plus the time when received from the depot, configured, and provided back to the user.

Number of instances late/unavailable	% of available fee
0	100%
>8 and ≤10 Business Hrs.	75%
> 10 Business Hrs.	0%

2.3.3.4 Return to Service for Telephones (3%) In support of WBS 5.0, the contractor shall provide mean return-to-service (MRTS) time for telephones within ≤2 hours of trouble ticket initiation. The contractor shall ensure that all products and services in support of WBS 5.0, consistent with Agency direction and MSFC strategies, goals, and objectives at all times to earn 100% of the fee available for this element, the contractor shall attain MRTS time ≤2 hours. To earn 50 percent of the fee, the Contractor shall not exceed a MRTS of 3 hours. If the MRTS time exceeds 3 hours, the contractor shall receive 0 percent fee.

Mean Return to Service	% of available fee
≤2 hours	100%
≤3 hours	50%
> 3 hours	0%

ATTACHMENT J-5

2.3.4 Applications and Web Services Measures (17%) WBS 6.0 describes contractor activities required to design, develop, maintain, and provide computer applications and web services for MSFC customers in compliance with established software and web standards. The efficiency of the Contractor's Service and Product Delivery effort is evaluated by the individual AQLs listed below:

2.3.4.1 Trouble Ticket Response/Resolution (7%). The contractor shall provide trouble ticket response/resolution by application category as specified in the following tables. Using the scoring methods outlined, the Contractor shall receive 100% of available fee for calculated trouble ticket resolution rate greater or equal to 95%. Calculated Trouble Ticket resolution rate between 90-94% shall receive 80% of the available fee. Calculated Trouble Ticket resolution rate of less than 90% shall receive a zero percent of available fee.

Trouble Ticket Resolution Rate	% of available fee
≥ 95%	100%
90 – 94%	80%
< 90%	0%

The following paragraphs describe how the Applications and Web Services technical performance metric of trouble ticket response and resolution will be counted and scored.

Users, including MITS support personnel, shall document Applications and Web Services problems or concerns through the trouble ticket system. If customers identify problems directly to MITS support personnel, the Contractor shall in turn open a trouble ticket.

Applications and Web Services are categorized as 1, 2, or 3 (reference PWS paragraph 6.0) for the purpose of counting trouble ticket Response Times and Resolution Times. The contractor shall further delineate trouble tickets by types (Critical/Major, Minor, Cosmetic, or Other) according to the definitions below. Target Response Times and Resolution Times by Service Category and for Trouble Ticket type are shown in the following table.

SERVICE CATEGORY		TROUBLE TICKET TYPE			
		CRITICAL / MAJOR	MINOR	COSMETIC	OTHER
1	Target Response Time	30 min	30 min	30 min	30 min
	Target Resolution Time	2 hrs	2 business days	Next scheduled release	2 hrs
2	Target Response Time	1 hr	1 hr	1 hr	1 hr

ATTACHMENT J-5

	Target Resolution Time	1 business day	3 business days	Next scheduled release	1 business day
3	Target Response Time	2 hrs	2 hrs	2 hrs	2 hrs
	Target Resolution Time	2 business days	5 business days	Next scheduled release	2 business days

Definitions of Types:

Critical or Major – Either (1) service is not operational or unavailable to critical users/many users, or (2) service is operational, but major features are unavailable or not functioning correctly.

Minor – Service is operational, but has nuisance problems causing inconvenience or work arounds.

Cosmetic – Errors or inconsistencies in appearance or presentation, but with no impact to functionality.

Other – Miscellaneous support, such as user assistance, password reset, application access, etc.

Target response times and target resolution times for each service will be determined by NASA in consultation with the contractor. Target times may be dependent upon coverage requirements. For example, target times for a given service may be category 1 during critical periods of operation, but may be category 3 at all other hours of normal operation. This would be coded as 1/3 and 3/2, where 3 represents periods of critical operation, and 2 represents normal hours of operation.

SCORING TROUBLE TICKET RESPONSE AND RESOLUTION MATRIX FOR APPLICATIONS AND WEB SERVICES

Assumptions:

- Total possible score is 100.
- If the total number of trouble tickets for the performance period is low, then the contractor is performing well and this will be reflected in the score.
- Trouble ticket resolutions are given more weight than response times. The weights are 60% and 40% respectively.

The score will be determined by the following formula, where

B = base value,

X = total of response time targets met for trouble tickets closed during the performance period,

Y = total of resolution time targets met for trouble tickets closed during the performance period, and

Z = total number of trouble tickets closed during the performance period:

$$\text{Score} = B + (100-B)(.4X + .6Y)/Z, \text{ for } Z > 0$$

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO. 000078		3. EFFECTIVE DATE 07/18/2013		4. REQUISITION/PURCHASE REQ. NO. 4200481094	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC		7. ADMINISTERED BY (If other than Item 6) CODE MSFC	
NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center PS33/Bobby J. Holden phone: (256) 544-1580 fax: (256) 544-8993 email: Bobby.j.holden@nasa.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(X) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C			
		10B. DATED (SEE ITEM 13) 12/03/2009			
CODE 5RWT5		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) Net Increase: \$3,968,285.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

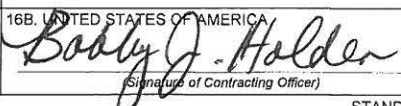
1. The purpose(s) of this modification are to:

a) Provide an obligation of incremental funding in the amount of \$3,968,285; thereby increasing the total funding allotted to this contract from \$217,190,291 to \$221,158,576; and

REQUISITION AMOUNT
4200481094 \$4,302,226.00
Less the Deob \$333,941
TOTAL \$3,968,285.00

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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 07/18/2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000078	PAGE	OF
		2	4

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b) The anticipated fund through date changes to October 15, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$3,968,285.00 New Total Obligated Amount for this Award: \$221,158,576.00</p> <p>Incrementally Funded through date changed from 09/19/2013 to 10/15/2013 Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200481094

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22013D	158325.01.03.08	62IS01	\$ 101,207.00
EXPX22013D	158325.01.03.08	62IS01	\$ 107,274.00
EXPX22013D	158325.01.03.08	62IS01	\$ 419,144.00
SPTX22013D	228556.01.08	62EM42	\$ 136,343.00
EXPX22013D	277144.11.01.09.02	62HS30	\$ 80,000.00
EXPX22013D	277144.11.02.06	62HS30	\$ 40,000.00
EXCX22013D	401769.06.03.07.04.04	62ES42	\$ 203,533.00
EXCX22013D	401769.06.08.02.04.05	62ES23	\$ 30,000.00
CASX22013D	432938.08.01.08.09.06.38	62EO03	\$ 3,209.00
CASX22013D	432938.08.01.08.09.06.50	62ED02	\$ 140,500.00
CASX22013D	432938.08.01.08.09.06.50	62EM60	\$ 16,443.00
CASX22013D	432938.09.01.08.13.02	62FP20	\$ 503.00
CASX22013D	432938.11.01.08.33	62ED04	\$ 29,434.00
CASX22013D	432938.11.01.08.34	62EO01	\$ 100.00
CASX22013D	432938.11.01.08.35	62ED02	\$ 34,256.00
CASX22013D	432938.11.01.08.35	62ER20	\$ 100.00
CASX22013D	432938.11.01.08.35	62ER42	\$ 100.00
CASX22013D	432938.11.01.08.39	62EM20	\$ 100.00
CASX22013D	432938.11.01.08.39	62EO03	\$ 920.00
CASX22013D	432938.11.01.08.39	62ES31	\$ 100.00
CASX22013D	432938.11.01.08.40	62ES32	\$ 120.00
EXPX22013D	585777.01.01.02	62XP02	\$ 230.00
EXPX22013D	585777.02.33	62ED02	\$ 300,000.00
EXPX22013D	585777.02.40.04.03.10	62ER42	\$ 133,942.00
EXPX22013D	585777.02.90.03.30.10	62ES41	\$ 16,200.00
EXPX22013D	585777.02.90.03.30.10	62ES53	\$ 98,346.00
EXPX22013D	585777.08.30.01.62.10	62EM60	\$ 12,300.00
EXPX22013D	585777.08.30.10.44.62.01	62EM60	\$ 22,467.00
EXPX22013D	585777.08.30.50.62.01	62EM60	\$ 6,467.00
EXPX22013D	585777.08.30.50.62.01	62ET30	\$ 517.00
EXPX22013D	585777.08.30.50.62.02	62EM60	\$ 13,967.00
EXPX22013D	585777.08.30.50.62.02	62ET50	\$ 3,775.00
EXPX22013D	585777.08.30.50.62.03	62EM60	\$ 13,967.00
EXPX22013D	585777.08.30.50.62.05	62EM60	\$ 13,967.00
EXPX22013D	585777.08.30.50.62.05	62ET30	\$ 2,835.00
EXPX22013D	585777.08.30.50.62.05	62ET30	\$ 4,585.00
EXPX22013D	585777.08.50.50.10	62EM42	\$ 25,392.00
CASX22013R	595551.01.08.11.VP1F.13	62ZP02	\$ 21,500.00
SPTX22013D	694066.01.08.01	62ZP30	\$ 100.00

CASX22013D	724297.20.27.08	62EV44	\$ 20,000.00
CASX22013D	736466.01.03.08	62OS01	\$ 385.00
CASX22013D	736466.01.04.08.03.06	62HS30	\$ 100.00
CASX22013D	736466.01.09.08.05.29	62HS01	\$ 17.00
CASX22013D	736466.05.01.08	62EM60	\$ 3,600.00
CASX22013D	736466.05.01.08	62QD01	\$ 1,100.00
CASX22013D	736466.05.01.08	62QD10	\$ 45,000.00
CASX22013D	736466.06.02.08.02	62AS20	\$ 173.00
CASX22013D	736466.07.01.08	62IS01	\$ 12,320.00
CASX22013D	736466.07.01.08	62IS01	\$ 72,175.00
CASX22013D	736466.07.01.08	62IS01	\$ 80,800.00
CASX22013D	736466.07.01.08	62IS01	\$ 109,060.00
CASX22013D	736466.07.03.08	62IS01	\$ 15,845.00
CASX22013D	736466.07.03.08	62IS01	\$ 807,520.00
CASX22013D	736466.07.03.08	62IS01	\$ 55,655.00
CASX22013D	736466.07.04.08	62IS01	\$ 425,000.00
CASX22013D	736466.07.08.08	62IS01	\$ 36,675.00
CASX22013D	736466.07.08.08	62IS01	\$ 34,925.00
CASX22013D	736466.07.09.08	62IS01	\$ 223,770.00
CASX22013D	736466.07.10.08	62IS01	\$ 14,500.00
CASX22013D	736466.07.10.08	62IS01	\$ 10,650.00
CASX22013D	736466.07.10.08	62IS01	\$ 40,835.00
CASX22013D	736466.07.10.08	62IS01	\$ 10,110.00
CASX22013D	736466.07.10.08	62IS01	\$ 43,700.00
EXCX22013D	769347.05.08.24.01.01.04	62FP10	\$ 50,000.00
CASX22013D	812235.29.20.02.08	62IS50	\$ 55,517.00
CASX22013D	812235.29.20.02.08	62IS50	\$ 360.00
CASX22013R	833011.02.08.11.EE20.13	62EE04	\$ 756.00
CASX22013R	833011.02.08.11.FP4R.13	62ET20	\$ 50.00
CASX22013D	869021.04.08.01.13.04	62ET30	\$ 2,835.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 9,600.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 100.00
CASX22013D	884617.10.10.02.08	62IS01	\$ 9,150.00
EDUX22013D	980399.62.01	62HS30	\$ 23,000.00
EDUX22013D	980399.62.02	62HS30	\$ 23,000.00
EDUX22013D	980399.62.03	62HS30	\$ 15,000.00
EDUX22013D	980399.62.04	62HS30	\$ 15,000.00
Deob	585777.02.40.04.03.10		\$ (133,941.00)
	736466.04.02.08.01.02		\$ (200,000.00)
Total			\$ 3,968,285.00

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$217,190,291
This Action	\$0	\$3,968,285
New Amount	\$262,196,602	\$221,158,576

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through October 15, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$217,190,291	\$3,968,285	\$221,158,576

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000079	3. EFFECTIVE DATE JUL 29 2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (if other than Item 6) NASA/Marshall Space Flight Center MS33/Bobby J. Holden phone: (256) 544-1580 fax: (256) 544-8393 email: Bobby.j.holden@nasa.gov	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (inc. street, county, State and Zip Code) DYNATICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2006		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NMM10AA03C 10B. DATED (SEE ITEM 13) 12/03/2009	
CODE 5RWT5	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; (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)
Sub Schedule Not Decrease: \$92,295.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.13(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.143-2 CHANGES (COST REIMBURSEMENT) and NFP 14.2, 32-77 LIMITATION OF FUNDS
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is no. 1 is required to sign this document and return 0 copies to the issuing office.

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

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

a) Update clause C.16 MSFC 52.204-90, Contractor Employee Badging and Employment Termination Clearance (JULY 2013).

b) Provide a deobligation of funding in the amount of -\$92,295.00; thereby decreasing the total funding allotted to this contract from \$221,158,576 to \$221,066,281; and

REQUISITION AMOUNT

420047J177 -\$92,295.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Allison Hoggins - Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFICER [Signature]	15C. DATE SIGNED 7/26/13	16B. UNITED STATES OF AMERICA [Signature]	16C. DATE SIGNED 7/29/13

NSN 7540-01-182-8070
Previous edition unusable

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM10AA03C/000079	PAGE 2 OF 3
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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>TOTAL -\$92,295.00</p> <p>c) The anticipated fund through date changes to October 11, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding Page G-11 - Clause G.16, MSFC 52.2J4-90 Revised</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Other Administrative Action</p> <p>Obligated Amount for this Modification: -\$92,295.00</p> <p>New Total Obligated Amount for this Award: \$221,066,281.00</p> <p>Incremental Funded Amount changed: from \$221,158,576.00 to \$221,066,281.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2</p> <p>Obligated Amount for this modification: -\$92,295.00</p> <p>Incremental Funded Amount changed from \$97,314,994.00 to \$97,222,699.00</p> <p>CHANGES FOR ACCOUNTING CODE: 62ED02/6100.2572/FC000000/432938.11.01.08.33///00/2570/62/CASX12012D/361N/8012/130122</p> <p>Account code changed from 62ED02/6100.2572/62/FC000000/432938.11.01.08.33/00/2570/62/CASX12012D/361N/8012/130122/38/39 to 62ED02/6100.2572/FC000000/432938.11.01.08.33///00/2570/62/CASX12012D/361N/8012/130122</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10A103C/000079PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR:

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount changed from \$92,296.00 to \$1.00 Payment Terms: Net 30 days FOB: Destination				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$221,158,576
This Action	\$0	\$-92,295
New Amount	\$262,196,602	\$221,066,281

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through October 15, 2013.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$221,158,576	-\$92,295	\$221,066,281

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

<u>Period</u>	<u>Rate</u>
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

**G.16 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION
CLEARANCE (MSFC 52.204-90) (JULY 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. 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. 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 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 Center access properly clear all accounts and turn in their badge 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000080		3. EFFECTIVE DATE 08/21/2013		4. REQUISITION/PURCHASE REQ. NO. 4200484509	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden phone: (256) 544-1580 fax: (256) 544-8993 email: Bobby.j.holden@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5RWT5 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C		10B. DATED (SEE ITEM 13) 12/03/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,041,626.00
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) NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

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

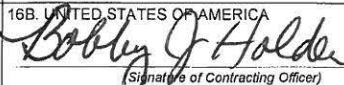
a) Provide an obligation of incremental funding in the amount of \$2,041,626; thereby increasing the total funding allotted to this contract from \$221,066,281 to \$223,107,907; and

REQUISITION AMOUNT
4200484509 \$2,041,626.00

b) The anticipated fund through date changes to October 29, 2013;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/21/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200484509

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22013D	006220.01.01.03	62SF02	\$ 196,576.00
SPTX22013D	114772.09.08	62ZP30	\$ 560.00
SCEX22013D	244904.04.11.01.08	62ZP12FA	\$ 33,600.00
SCEX22013D	244904.04.11.01.16	62ZP12FA	\$ 26,557.00
SCEX22013D	315404.07.14.02	62ZP13FA	\$ 2,256.00
EXCX22013D	361065.09.03.02	62IS40	\$ 1,095.00
SCEX22013D	378710.05.02	62ZP21	\$ 10,000.00
SCEX22013D	411672.06.04.01	62ZP01	\$ 12,750.00
CASX22013D	432938.08.01.08.09.06.50	62EM42	\$ 41,472.00
CASX22013D	432938.09.01.08.02.02	62FP40	\$ 10,000.00
CASX22013D	432938.11.01.08.33	62ET10	\$ 1,530.00
CASX22013D	432938.11.01.08.49	62EV74	\$ 900.00
SPTX22013D	471296.01.08.01	62ZP30	\$ 25,000.00
SPTX22013D	471296.01.08.01	62ZP30	\$ 9,083.00
SCEX22013D	511432.07.06	62ZP13FA	\$ 72,556.00
SPTX22013D	563550.01.08.01	62ZP30	\$ 9,083.00
SCEX22013D	581291.01.01.02.02	62FP02	\$ 10,000.00
EXPX22013D	585777.01.01.02	62XP02	\$ 1,000.00
EXPX22013D	585777.01.01.02	62XP02	\$ 230.00
EXPX22013D	585777.01.01.02	62XP02	\$ 460.00
EXPX22013D	585777.01.01.02	62XP02	\$ 518.00
EXPX22013D	585777.01.01.03	62XP03	\$ 11,753.00
EXPX22013D	585777.02.10.07.02.10	62EV74	\$ 33,000.00
EXPX22013D	585777.02.40.03.02.10	62EV32	\$ 19,000.00
EXPX22013D	585777.02.40.04.03.10	62ER42	\$ 220,000.00
EXPX22013D	585777.02.40.04.03.10	62ER42	\$ 10,000.00
EXPX22013D	585777.02.40.05.04.10	62EV34	\$ 19,000.00
EXPX22013D	585777.02.40.06.05.10	62EV31	\$ 78,500.00
EXPX22013D	585777.02.61.01.01.10	62EM50	\$ 150.00
EXPX22013D	585777.02.61.01.01.10	62EM60	\$ 13,750.00
EXPX22013D	585777.02.90.03.30.10	62ES53	\$ 95,763.00
EXPX22013D	585777.08.10.10.10.10	62EM41	\$ 120.00
EXPX22013D	585777.08.20.10.48.10	62ER43	\$ 24,000.00
EXPX22013D	585777.08.20.20.68.05.01	62EM42	\$ 27,000.00
EXPX22013D	585777.08.30.01.62.01	62ES23	\$ 25,000.00
EXPX22013D	585777.08.30.01.62.06	62EM10	\$ 620.00
EXPX22013D	585777.08.30.01.62.10	62EM60	\$ 5,667.00
EXPX22013D	585777.08.30.10.44.62.01	62ER43	\$ 2,000.00
EXPX22013D	585777.08.30.10.44.62.01	62ER43	\$ 7,750.00
EXPX22013D	585777.08.30.50.15.14	62XP03	\$ 64,714.00

EXPX22013D	585777.08.30.50.62.01	62EM60	\$	6,000.00
EXPX22013D	585777.08.30.50.62.01	62EM60	\$	1,667.00
EXPX22013D	585777.08.30.50.62.01	62ET30	\$	36,000.00
EXPX22013D	585777.08.30.50.62.02	62EM60	\$	6,000.00
EXPX22013D	585777.08.30.50.62.02	62EM60	\$	1,667.00
EXPX22013D	585777.08.30.50.62.02	62ET30	\$	36,000.00
EXPX22013D	585777.08.30.50.62.03	62EM60	\$	6,000.00
EXPX22013D	585777.08.30.50.62.03	62EM60	\$	1,667.00
EXPX22013D	585777.08.30.50.62.03	62ET30	\$	36,000.00
EXPX22013D	585777.08.30.50.62.05	62EM60	\$	6,000.00
EXPX22013D	585777.08.30.50.62.05	62EM60	\$	1,667.00
EXPX22013D	585777.08.30.50.62.05	62ET30	\$	36,000.00
EXPX22013D	585777.08.50.50.10	62EM10	\$	280.00
EXPX22013D	585777.08.50.50.10	62EM60	\$	9,000.00
EXPX22013D	585777.08.50.50.10	62ET30	\$	25,073.00
EXPX22013D	585777.08.50.60.10	62EV74	\$	9,000.00
SCEX22013D	714607.01.01.02.02	62FP02	\$	8,200.00
CASX22013D	736466.01.04.08.03.05	62HS30	\$	5,585.00
CASX22013D	736466.01.10.08.02.13	62AS40	\$	25,865.00
CASX22013D	736466.01.10.08.02.13	62AS40	\$	441,282.00
CASX22013D	736466.03.01.08.04	62AS10	\$	8,940.00
CASX22013D	736466.05.01.08	62QD03	\$	930.00
CASX22013D	736466.06.02.08.02	62AS20	\$	11,795.00
CASX22013D	736466.07.10.08	62IS01	\$	14,500.00
CASX22013D	736466.07.10.08	62IS01	\$	14,500.00
CASX22013D	739788.12.08	62AS40	\$	1,350.00
EXPX22013D	747797.01.02.99.08	62FP02	\$	6,602.00
SCEX22013D	791926.02.03.04.74	62zp13fa	\$	9,923.00
CASX22013D	811540.11.03.07.08	62CS40	\$	25,852.00
CECX62013D	821001.08.03.11	62AS10	\$	5,500.00
CASX22013D	869021.03.08.01.19	62ES41	\$	2,160.00
CASX22013D	869021.03.08.02.01.02	62EM42	\$	56,624.00
CASX22013D	869021.04.08.01.13.04	62ET30	\$	10,311.00
CASX22013D	884617.10.10.02.08	62IS01	\$	100.00
CASX22013R	921179.01.08.11.EM2J.13	62EM10	\$	262.00
CASX22013R	921179.01.08.11.EM34.13	62EM30	\$	1,019.00
CASX22013R	921179.01.08.11.EM62.13	62EM20	\$	519.00
CASX22013R	921179.01.08.11.EM63.13	62EM40	\$	7,198.00
CASX22013R	921179.01.08.11.ES1B.13	62EM10	\$	100.00
CASX22013R	921179.01.08.11.HS66.13	62HS30	\$	41,475.00
TOTAL			\$	2,041,626.00

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$221,066,281	\$2,041,626	\$223,107,907

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$221,066,281
This Action	<u>\$0</u>	<u>\$ 2,041,626</u>
New Amount	\$262,196,602	\$223,107,907

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through October 29, 2013.

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

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.	
000081		09/16/2013		4200489220	
5. PROJECT NO. (If applicable)		6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)	
		CODE MSFC		CODE MSFC	
NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center PS33/Bobby J. Holden phone: (256) 544-1580 fax: (256) 544-8993 email: Bobby.j.holden@nasa.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.			
DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		9B. DATED (SEE ITEM 11)			
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C			
		10B. DATED (SEE ITEM 13) 12/03/2009			
CODE 5RWT5		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) Net Increase: \$9,676,566.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	NFS 1852.232-77 LIMITATION OF FUNDS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

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

a) Provide an obligation of incremental funding in the amount of \$9,676,566; thereby increasing the total funding allotted to this contract from \$223,107,907 to \$232,784,473; and

REQUISITION AMOUNT
4200489220 \$9,676,566.00

b) The anticipated fund through date changes to December 31, 2013;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Bobby J Holden	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Bobby J Holden	09/16/2013
		(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days FOB: Destination</p>				

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FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22013D	006220.01.01.03	62SF02	\$ 22,922.00
EXPX22013D	006220.01.01.03	62SF02	\$ 40,000.00
EXPX22013D	158325.01.03.08	62IS01	\$ 27,098.00
EXPX22013D	158325.01.03.08	62IS01	\$ 27,706.00
EXPX22013D	158325.01.03.08	62IS01	\$ 287,569.00
CASX12012R	262521.02.08.85.ZP1G.12	62ZP11FA	\$ 6,658.00
SCEX22013D	281945.02.14.02.55	62ZP11FA	\$ 9,342.00
SPTX22013D	295670.01.08.01.30	62ZP13	\$ 2,165.00
EXCX22013D	361065.07.02.01	62IS40	\$ 270.00
EXCX22013D	361065.09.03.02	62IS40	\$ 61,020.00
EXCX22013D	401769.06.03.07.02.02	62EM10	\$ 12,960.00
EXCX22013D	401769.06.03.07.02.02	62EM10	\$ 6,485.00
SCEX22013D	411672.06.04.01	62ZP20	\$ 303.00
CASX22013D	432938.08.01.08.09.06.50	62ED02	\$ 36,589.00
CASX22013D	432938.08.01.08.09.06.50	62EM20	\$ 7,932.00
CASX22013D	432938.08.01.08.09.06.50	62EV31	\$ 4,850.00
CASX22013D	432938.09.01.08.13.32	62ES53	\$ 319.00
CASX22013D	432938.10.02.08	62QD01	\$ 26,789.00
CASX22013D	432938.11.01.08.33	62ET20	\$ 10,476.00
CASX22013D	432938.11.01.08.35	62EV01	\$ 12,540.00
CASX22013D	432938.11.01.08.35	62EV71	\$ 8,000.00
CASX22013D	432938.11.01.08.39	62EO03	\$ 2,000.00
CASX22013D	432938.11.01.08.39	62ET02	\$ 120.00
CASX22013D	432938.11.01.08.48	62ES51	\$ 270.00
CASX22013D	432938.11.01.08.60.03.02	ED02	\$ 111,974.00
CASX22013D	432938.11.01.08.60.03.04	ED04	\$ 772.00
CASX22013D	432938.11.01.08.60.03.10	EE12	\$ 864.00
CASX22013D	432938.11.01.08.60.03.20	EM03	\$ 317.00
CASX22013D	432938.11.01.08.60.03.20	EM10	\$ 177.00
CASX22013D	432938.11.01.08.60.03.20	EM30	\$ 177.00
CASX22013D	432938.11.01.08.60.03.20	EM50	\$ 362.00
CASX22013D	432938.11.01.08.60.03.40	ER02	\$ 977.00
CASX22013D	432938.11.01.08.60.03.40	ER20	\$ 3,027.00
CASX22013D	432938.11.01.08.60.03.40	ER21	\$ 7,059.00
CASX22013D	432938.11.01.08.60.03.40	ER22	\$ 10,483.00
CASX22013D	432938.11.01.08.60.03.40	ER23	\$ 1,310.00
CASX22013D	432938.11.01.08.60.03.40	ER24	\$ 1,543.00
CASX22013D	432938.11.01.08.60.03.40	ER30	\$ 813.00
CASX22013D	432938.11.01.08.60.03.40	ER34	\$ 2,207.00
CASX22013D	432938.11.01.08.60.03.40	ER40	\$ 2,363.00
CASX22013D	432938.11.01.08.60.03.40	ER41	\$ 53,927.00

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CASX22013D	432938.11.01.08.60.03.40	ER43	\$	24,496.00
CASX22013D	432938.11.01.08.60.03.40	ER50	\$	362.00
CASX22013D	432938.11.01.08.60.03.50	ES13	\$	5,570.00
CASX22013D	432938.11.01.08.60.03.50	ES32	\$	7,893.00
CASX22013D	432938.11.01.08.60.03.50	ES33	\$	567.00
CASX22013D	432938.11.01.08.60.03.50	ES42	\$	2,680.00
CASX22013D	432938.11.01.08.60.03.50	ES43	\$	65,711.00
CASX22013D	432938.11.01.08.60.03.50	ES51	\$	19,430.00
CASX22013D	432938.11.01.08.60.03.50	ES61	\$	4,257.00
CASX22013D	432938.11.01.08.60.03.60	ET02	\$	5,013.00
CASX22013D	432938.11.01.08.60.03.70	EV02	\$	772.00
CASX22013D	432938.11.01.08.60.03.70	EV33	\$	8,357.00
CASX22013D	432938.11.01.08.60.03.70	EV40	\$	362.00
CASX22013D	432938.11.01.08.60.03.70	EV41	\$	33,950.00
CASX22013D	432938.11.01.08.60.03.70	EV42	\$	24,993.00
CASX22013D	432938.11.01.08.60.03.70	EV43	\$	6,068.00
CASX22013D	432938.11.01.08.60.03.70	EV44	\$	977.00
CASX22013D	432938.11.01.08.60.03.70	EV71	\$	7,675.00
SCEX22013D	448550.01.08	62ZP13FA	\$	7,575.00
EXPX22013D	465027.04.01.01.01	62ED02	\$	800.00
SPTX22013D	465372.01.08.05	62FP22	\$	26,500.00
SCEX22013D	527813.02.01.01.04	62ZP10	\$	50,000.00
CASX22013R	554705.02.08.11.HS68.13	62HS30	\$	4,310.00
EXPX22013D	573754.01.01.01.13	62ED02	\$	7,925.00
SCEX22013D	581291.01.01.01	62FP21	\$	8,250.00
EXPX22013D	585777.01.01.02	62XP02	\$	63,885.00
EXPX22013D	585777.01.01.02	62XP02	\$	9,924.00
EXPX22013D	585777.02.11.01.01.10	62ED04	\$	24,900.00
EXPX22013D	585777.02.40.04.03.10	62EM42	\$	22,000.00
EXPX22013D	585777.02.40.06.05.10	62EV31	\$	22,500.00
EXPX22013D	585777.02.90.02.50.10	62ES52	\$	67,033.00
EXPX22013D	585777.02.90.03.30.10	62ES53	\$	30,669.00
EXPX22013D	585777.02.90.03.30.10	62ES53	\$	1,892.00
EXPX22013D	585777.03.01.01	62QD02	\$	403.00
EXPX22013D	585777.08.10.10.20.10	62XP03	\$	46,938.00
EXPX22013D	585777.08.20.20.68.05.01	62EM20	\$	50,495.00
EXPX22013D	585777.08.20.20.68.05.01	62EM20	\$	40,000.00
EXPX22013D	585777.08.20.20.68.05.01	62EM42	\$	61,776.00
EXPX22013D	585777.08.30.50.62.02	62ET50	\$	175.00
EXPX22013D	585777.08.30.50.62.02	62ET50	\$	175.00
EXPX22013D	585777.08.30.50.62.02	62ET50	\$	175.00
EXPX22013D	585777.08.30.50.62.02	62ET50	\$	175.00

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EXPX22013D	585777.08.50.50.10	62EM32	\$	15,025.00
EXPX22013D	585777.09.60.01.62	62XP60	\$	1,988.00
SCEX22013D	656052.04.01.11	62ZP11FA	\$	6,379.00
SCEX22013D	656052.04.01.15.02	62ZP11FA	\$	2,185.00
SCEX22013D	656052.04.04.07.01	62ZP11	\$	14,274.00
SCEX22013D	656052.04.04.07.01	62ZP11FA	\$	5,464.00
EXCX22013D	672854.01.02.01	62TP01	\$	151,752.00
SPTX22013D	694066.01.08.01.06	62ED04	\$	9,850.00
SPTX22013D	694066.01.08.01.99	62IS20	\$	9,556.00
SPTX22013D	694066.01.08.01.99	62IS20	\$	17,050.00
SPTX22013D	694066.01.08.01.99	62IS20	\$	3,713.00
CASX22013D	724297.20.27.08	62ED02	\$	48,310.00
CASX22013D	724297.20.27.08	62EV44	\$	15,000.00
CASX22013D	736466.01.06.08.02	62CS50	\$	20,000.00
CASX22013D	736466.01.08.08.05	62CS30	\$	20,000.00
CASX22013D	736466.01.09.08.03.06	62IS01	\$	115,000.00
CASX22013D	736466.01.09.08.03.07	62IS01	\$	101,170.00
CASX22013D	736466.01.09.08.03.09	62IS01	\$	88,000.00
CASX22013D	736466.01.09.08.03.10	62IS01	\$	55,000.00
CASX22013D	736466.01.09.08.03.12	62IS01	\$	41,000.00
CASX22013D	736466.01.09.08.03.12	62IS01	\$	182,000.00
CASX22013D	736466.01.09.08.03.12	62IS01	\$	95,000.00
CASX22013D	736466.01.09.08.05.53	62CS10	\$	6,000.00
CASX22013D	736466.05.01.08	62QD01	\$	596.00
CASX22013D	736466.05.01.08	62QD21	\$	385.00
CASX22013D	736466.05.01.08	62QD22	\$	385.00
CASX22013D	736466.06.02.08.02	62AS20	\$	61,850.00
CASX22013D	736466.06.08.08.04	62AS20	\$	384,780.00
CASX22013D	736466.06.08.08.04	62AS20	\$	607,156.00
CASX22013D	736466.06.08.08.07	62AS20	\$	50,000.00
CASX22013D	736466.06.08.08.07	62AS20	\$	1,200.00
CASX22013D	736466.06.08.08.08	62AS20	\$	100.00
CASX22013D	736466.06.08.08.08	62AS20	\$	100.00
CASX22013D	736466.06.08.08.08	62AS20	\$	100.00
CASX22013D	736466.06.08.08.08	62AS20	\$	100.00
CASX22013D	736466.06.08.08.08	62AS20	\$	100.00
CASX22013D	736466.07.01.08	62IS01	\$	150,000.00
CASX22013D	736466.07.01.08	62IS01	\$	225,000.00
CASX22013D	736466.07.01.08	62IS01	\$	300,000.00
CASX22013D	736466.07.01.08	62IS01	\$	330,000.00
CASX22013D	736466.07.03.08	62IS01	\$	150,000.00
CASX22013D	736466.07.04.08	62IS01	\$	2,454,904.00

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CASX22013D	736466.07.07.08	62IS01	\$	15,000.00
CASX22013D	736466.07.08.08	62IS01	\$	125,000.00
CASX22013D	736466.07.08.08	62IS01	\$	125,000.00
CASX22013D	736466.07.09.08	62IS01	\$	700,000.00
CASX22013D	736466.07.10.08	62IS01	\$	50,000.00
CASX22013D	736466.07.10.08	62IS01	\$	125,000.00
CASX22013D	736466.07.10.08	62IS01	\$	125,000.00
CASX22013D	736466.07.10.08	62IS01	\$	125,000.00
CASX22013D	736466.07.10.08	62IS01	\$	175,000.00
CASX22013D	736466.07.10.08	62IS01	\$	14,500.00
EXPX22013D	747797.06.41.99.08	62FP30	\$	18,000.00
EXCX22013D	769347.05.08.01.01.01	62EO50	\$	8,277.00
CASX22013D	811540.01.01.08	62EE11	\$	3,000.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	113,967.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013D	812235.29.20.02.08	62IS50	\$	360.00
CASX22013R	833011.02.08.ED.FP1G.13	62ED02	\$	12,000.00
CASX22013R	833011.02.08.ED.FP41.13	62ED02	\$	12,995.00
CASX22013R	833011.02.08.EM.FP41.13	62ED02	\$	870.00
CASX22013D	884160.01.50.02.08	62IS70	\$	26,308.00
CASX22013D	884160.01.50.02.08	62IS70	\$	40,000.00
CASX22013D	884617.10.01.02.08	62IS01	\$	8,000.00
CASX22013D	884617.10.01.02.08.88.01	62IS01	\$	92,000.00
CASX22013D	884617.10.10.02.08	62IS01	\$	100.00
CASX22013D	884617.10.10.02.08	62IS01	\$	120.00
CASX22013D	884617.10.10.02.08	62IS01	\$	120.00
CASX22013D	884617.10.10.02.08	62IS01	\$	55,935.00
CASX22013D	884617.10.10.02.08	62IS01	\$	155,000.00
EXCX22013D	904211.04.06.30.10	62EM31	\$	7,290.00
EXCX22013D	904211.04.06.30.10	62EM31	\$	1,892.00
EXCX22013D	904211.04.06.30.18.04	62EM31	\$	42,012.00
EXCX22013D	904211.04.06.30.20.10	62EM10	\$	22,731.00
CASX22013R	921179.01.08.11.EM1T.13	62EM60	\$	138,000.00
CASX22013R	921179.01.08.11.EM2J.13	62ED02	\$	435.00

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CASX12012R	921179.01.08.11.EM3C.12	62EM60	\$	8,021.00
CASX22013R	921179.01.08.11.EM62.13	62ED02	\$	1,154.00
CASX12012R	921179.01.08.V2.ED15.12	62ZP30	\$	1,804.00
SCEX22013D	943396.05.03.02.08.02	62ZP13FA	\$	1,524.00
CASX22013D	977657.14.08	62CS20	\$	1,096.00
TOTAL			\$	9,676,566.00

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$223,107,907
This Action	<u>\$0</u>	<u>\$ 9,676,566</u>
New Amount	\$262,196,602	\$232,784,473

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

(a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).

(b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11			\$1,592,718	Base
Base Year 2	02/1/11-07/31/11			\$1,550,280	Base
Base Year 2	08/1/11-01/31/12			\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12			\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13			\$1,697,294	Exercised
Option 1 Yr 2	02/1/13-07/31/13			TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14			TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14			TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15			TBD	Unexercised
TOTAL				\$9,642,733	

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through December 31, 2013.

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

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed			
Performance Fee			
Total Sum Allotted	\$223,107,907	\$9,676,566	\$232,784,473

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4) %
02/1/11 - 01/31/12	%
02/1/12 - 01/31/13	%
02/1/13 - 01/31/14	%
02/1/14 - 01/31/15	%

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)