

CONTRACT>NNL05AA00B (Modifications)

The following information has been determined to be exempt from disclosure and has been deleted from the modifications:

- Modification 1: Funded Cost and Fee, Page 2
- Modification 4: Funded Cost and Fee, Page 3
- Modification 5: Funded Cost and Fee, Page 2
- Modification 6: Funded Cost and Fee, Page 6
- Modification 7: Funded Cost and Fee, Page 4
- Modification 8: Funded Cost and Fee, Page 8
- Modification 10: Funded Cost and Fee, Page 2

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b)(4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is “confidential” for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government’s ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, *National Parks and Conservation v. Morton*, 498 F2d 765 (D.C. Cir. 1974). Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company’s costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government’s ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

OMB APPROV 37X110042

PAGE 1 OF PAGE(S) 2

AMENDMENT/MODIFICATION NO

EFFECTIVE DATE

REQUISITION/PURCHASE REQ NO

PROJECT NO (if applicable)

1

See Block 16C

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23081-2199

NAME AND ADDRESS OF CONTRACTING OFFICE (Name, Street, County, State and Zip Code)

Science and Technology Corporation
10 Basil Sawyer Drive
Hampton, VA 23666

AMENDMENT OF SOLICITATION NO

DATED (See ITEM 11)

MODIFICATION OF CONTRACT/ORDER NO

NNI.05AA00B

DATED (See ITEM 11)

1/28/2005

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 two (2) copy of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you decide 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.

N/A

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

- THE 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)
- THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing offer, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.106(d)
- THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 - F.A.R. 52.243-1 CHANGES - FIXED PRICE - ALT II (APR 1984)
 - F.A.R. 52.243-2 CHANGES - COST REIMBURSEMENT - ALT II (APR 1984)
 - OTHER (Specify type of fixed fee and authority)

IMPORTANT: Contractor is not, is required to sign this document and return 1 copy to the issuing office.

The purposes of this modification are to (1) incorporate clause 52.227-14 Rights in Data-General (June 1987) by reference; (2) incorporate executed Exhibit B - Contract Security Classification Specification DD 254; (3) incorporate updated Exhibit D - Government Furnished Equipment; and (4) add Exhibit G - Turn-In Pending Equipment. Therefore the following changes are hereby made to the Contract:

Except to the extent hereby amended, all terms and conditions of the document referenced in FAR 52.201-10A, as amended, remain unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (Type or print)		NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
RIAN C. WOOD, VP-CONTRACTS & ACCTG		MOJIBTA A. EDWARDS	
DATE OF SIGNATURE	DATE OF SIGNATURE	SIGNATURE OF CONTRACTING OFFICER	DATE OF SIGNATURE
	03/04/05	<i>Mojibta A. Edwards</i>	3/7/05
SIGNATURE OF CONTRACTING OFFICER		SIGNATURE OF CONTRACTING OFFICER	
<i>Rian C. Wood</i>		<i>Mojibta A. Edwards</i>	

33-106 Computer Controlled

STANDARD FORM 30 (REV 10 ED) Prescribed by GSA FPMR (41 CFR) 101-11.6

1. Schedule section I. 1.I. is amended to include clause 52.227-14 Rights in Data-General.
2. Exhibit B is replaced in its entirety with the attached Exhibit B.
3. Exhibit D is replaced in its entirety with the attached Exhibit D (changes are indicated by bold, *italicized* font.)
4. The attached Exhibit G is hereby added.
5. All other terms and conditions remain unchanged.

Enclosures:

1. Revised Exhibit B
2. Exhibit D
3. Exhibit G

CONTRACT TABULATION

<u>CONTRACT FUNDING</u>			
	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funding</u>
Original	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000
Mod 1	0	0	0
Total	\$ [REDACTED]	[REDACTED]	\$ 200,000

1. CONTRACT ID CODE		PAGE OF PAGE(S) 1 2	
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			
2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (if other than item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Science and Technology Corporation 10 Basil Sawyer Drive Hampton, VA 23666	(M)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNLOSAA00B
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 1/28/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

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

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

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

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

The purpose of this modification is to incorporate clause LaRC 52.223-92 Observation Of Safety Stand Down Day By Contractor Employees (OCT 2004) in full text.
Therefore the following changes are hereby made to the Contract:

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RINE C WOOD, VI-CONTRACTS & ACCTG	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. TERRY COBB
15C. DATE SIGNED 07/14/05	15D. UNITED STATES OF AMERICA BY B. Terry Cobb (Signature of Contracting Officer)
15E. DATE SIGNED 1-14-05	15F. DATE SIGNED

32-105 Computer Generated
STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

1. Schedule Section I. I.2, Clauses in Full Text, is amended to include the following LaRC clause:

**OBSERVATION OF SAFETY STAND DOWN DAY BY CONTRACTOR
EMPLOYEES (LaRC 52.223-92) (OCT 2004)**

The Langley Research Center (LaRC) Safety Stand Down Day is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates all or a portion of a day as Safety Stand Down Day (or equivalent), the Contractor shall require all onsite employees to participate in all Safety Stand Down Day activities at LaRC. Normal work activities, with the exception of critical services (e.g., physical and computer security), will be suspended.

2. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE(S)
			1 3

2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (If other than item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Science and Technology Corporation 10 Basil Sawyer Drive Hampton, VA 23666	(b)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA00B
		10B. DATED (SEE ITEM 13) 1/28/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

(c)	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: F.A.R. 52.243-1 CHANGES - FIXED PRICE - ALT II (APR 1984) F.A.R. 52.243-2 CHANGES - COST REIMBURSEMENT - ALT II (APR 1984)
	D. OTHER Specify type of modification and authority

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
A. The purpose of this modification is to incorporate a requirement for "On and Near-Site Staffing Report", at no cost to the Government. Therefore, the following changes are hereby made to the Contract:

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

15A. NAME AND TITLE OF SIGNER (Type or print) Elyse A. Webb, Asst. Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. TERRY COBB
15B. CONTRACTOR/OFFEROR <i>Elyse A. Webb</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/30/05
16B. UNITED STATES OF AMERICA BY <i>B. Terry Cobb</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-30-05

B. Schedule Section J., Exhibit A, entitled, "Contract Documentation Requirements List, 6 pages", is amended to include the following:

1. Subpara. I, "Documentation Preparation/Submission Instructions":

- I. On and Near-Site Staffing Report -- The contractor shall submit a report which includes the number of on-site and near-site Work Year Equivalents (WYE's) performing work on the contract, broken down by skill category. An initial report shall be submitted by January 1, 2006 and shall be updated quarterly, on April 1, July 1, October 1, and January 1 of each year.

These reports shall be e-mailed to the following: contractorwye@larc.nasa.gov
The subject line for the e-mail should be "Contractor WYE".

"On-site" WYE's include the time worked by prime contractor and subcontractor employees on this contract whose primary duty station is on-site at Langley Research Center, whether such employees charge direct or indirect in the contractor's or subcontractor's accounting systems (e.g., management and administrative staff may charge their time to an "indirect" account, but the time worked by such individuals shall still be counted in the on-site WYE).

subcontractor of "near" employees on this contract whose primary duty station is within 50 miles LaRC. Work performed on local college campuses shall not be considered site" WYE's.

The contractor shall break out the On-site and Near-site WYE by skill category using the following categories: Scientist, engineer, technician, administrative professional, and clerical.

The information in these reports will be for internal government use only.

2. Subpara. II, "Documentation Distribution Requirements":

a. Para. B:

J -- contractorwye@larc.nasa.gov

The subject line for the e-mail should be "Contractor WYE".

b. Para. C:

<u>Document</u>	<u>Letter Code</u>
On and Near-Site Staffing Report	<u>and Distribution</u>
	J

C. All other terms and conditions remain unchanged.

CONTRACT TABULATION

CONTRACT FUNDING

	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funding</u>
Original	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000
Mod 1	0	0	0
Mod 3	0	0	0
Mod 4	0	0	0
Total	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000

Note: Mod 2 was never issued.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGE(S) 1 2	
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (if other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Science and Technology Corporation 10 Basil Sawyer Drive Hampton, VA 23666		()	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA00B
			10B. DATED (SEE ITEM 13) 1/28/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.105(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT

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

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

A. The purpose of this modification is (1) to make changes to LaRC clause "Observation of Safety Stand Down Day By Contractor Employees" incorporated under Modification 3 and (2) to make a correction to the Section the clause was incorporated into under Modification 3, at no cost to the Government.

Therefore, the following changes are made to the contract:

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

15A. NAME AND TITLE OF SIGNER (Type or print) Elyse A. Webb, Asst. Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. TERRY COBB	
15B. CONTRACTOR OFFICER <i>Elyse Webb</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/19/06	16B. UNITED STATES OF AMERICA BY <i>B. Terry Cobb</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-19-06

B. Changes to the LaRC clause 52.223-92 are as follows:

1. Delete in its entirety:

Section I. I.2, Clauses in Full Text

"Observation of Safety Stand Down Day by Contractor Employees"
(LaRC 52.223-92) (OCT 2004); incorporated under Modification 3.

2. Replace:

Section H.11, Special Contract Requirements

"Observation of Safety Stand Down Event by Contractor Employees"
(LaRC 52.223-92) (May 2006)

The Langley Research Center (LaRC) Safety Stand Down Event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Stand Down Event, the Contractor shall require all onsite and nearsite employees to participate in Safety Stand Down activities at LaRC.

C. All other terms and conditions remain unchanged.

	CONTRACT TABULATION		
	Contract Funding		
	<u>Funded</u>	<u>Funded</u>	<u>Total</u>
	<u>Cost</u>	<u>Fee</u>	<u>Funding</u>
Original	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000
Mod 1	0	0	0
Mod 3	0	0	0
Mod 4	0	0	0
Mod 5	0	0	0
Total	\$ [REDACTED]	[REDACTED]	\$ 200,000

Note: Mod 2 was never issued.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 6 PAGE(S)
2. AMENDMENT/MODIFICATION NO 6	3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)

6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199	7. ADMINISTERED BY (if other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Science and Technology Corporation 10 Basil Sawyer Drive Hampton, VA 23666	(a)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA00B
		10B. DATED (SEE ITEM 13) 1/28/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. It is by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purposes of this supplemental agreement is (1) to implement the requirements of Homeland Security Presidential Directive 12 (HSPD-12) and Federal Information Processing Standards Publication (FIPS PUB) Number 201 by the incorporation of FAR clause 52.204-9, Personal Identity Verification of Contractor, and Exhibit G, Personal Identity Verification of Contractor and (2) to make a change to NFS Clause 1852.215-84 (JUN 2000) (Alternate I) (JUN 2000). There is no increase to the CPFF price as a result of this modification. As a result, the following changes are made to the Contract Schedule:

(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) Elyse A. Webb, Asst. Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. TERRY COBB
15B. CONTRACTOR/OFFEROR <i>Elyse A. Webb</i>	16B. UNITED STATES OF AMERICA BY <i>B. Terry Cobb</i>
15C. DATE SIGNED 10/5/06	16C. DATE SIGNED 10/06/06

I. Section I, is revised to include the following clause:

I.13 Personal Identity Verification of Contractor Personnel (52.204-9) (JAN 2006)

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

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

(End of clause)

II. Section J, is revised to include Exhibit G, Personal Identity Verification of Contractors, which is as follows:

Exhibit G, Personal Identity Verification of Contractor Personnel

Personal Identity Verification (PIV) Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel.

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9)) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

Upon return of the completed NAC, the process will continue from Step 5.

III. Revised changes to NFS Clause 1852.215-84 are as follows:

1. Delete in its entirety Section I, subpara. I.12, Full Text, "Ombudsman (NSF 1852.215-84) (JUN 2000) (ALTERNATE I) (JUN 2000)"
2. Replace in Full Text with the following:

I.12 OMBUDSMAN (NFS 1852.215-84) (OCTOBER 2003) (ALTERNATE I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, LaRC: Bruce J. Holmes, direct inquiries to: Mary.Jane Yeager, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757)864-2473; facsimile (757) 864-8541; email Mary.J.Yeager@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at (202)358-0445, facsimile (202)358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

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

IV.. All other terms and conditions remain unchanged.

CONTRACT TABULATION			
Contract Funding			
	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funding</u>
Original	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000
Mod 1	0	0	0
Mod 3	0	0	0
Mod 4	0	0	0
Mod 5	0	0	0
<i>Mod 6</i>	0	0	0
Total	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000

Note: Mod 2 was never issued.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC	7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SCIENCE & TECHNOLOGY CORP Attn: Rink C. Wood 10 BASIL SAWYER DR HAMPTON VA 23666-1393		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA0CB	
		10B. DATED (SEE ITEM 11) 01/28/2005	

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)

N/A

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

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

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

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

A. The purposes of this modification are (1) to make changes to LaRC clauses 52.204-91 "Security Program Non-US Citizen Employee Access Req." and 52.211-104 "Observation of Regs and ID of Contractor Employees"; (2) to make a change in the NFS clause 1852.215-84 "Ombudsman"; and (3) to delete LaRC clause 52.204-102 "Unescorted Access by US Citizen Contractor Employees"; at no cost to the government. Accordingly, the following changes are hereby made to the contract schedule:

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) Elyse A. Webb, Asst. Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Terry Cobb	
15B. CONTRACTOR/OFFEROR <i>Elyse Webb</i> (Signature of person authorized to sign)	15C. DATE SIGNED 3/16/07	16B. UNITED STATES OF AMERICA <i>B. Terry Cobb</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3/14/07

NSN 7540-01-152-8070
Previous edition unusable

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

B. Changes to the LaRC clause 52.204-91 are as follows:

1. Delete in its entirety:
Section H, H.3, Special Contract Requirements
"SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS
(LaRC 52.204-91) (OCT 2003)"
2. Replace with the following:
Section H, H.3, Special Contract Requirements
**"SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS
(LaRC 52.204-91) (FEB 2007)"**

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, "Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center.

C. Changes to the LaRC clause 52.204-102 are as follows:

1. Delete in its entirety:
Section H, H.4, Special Contract Requirements
**"UNESCORTED ACCESS BY U.S CITIZEN CONTRACTOR EMPLOYEES (LaRC
52.204-102) (OCT 2002)"**

D. Changes to the LaRC clause 52.211-104 are as follows:

1. Delete in its entirety,
Section H, H.9
"OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S
EMPLOYEES (LaRC 52.211-104) (APR 2002)"
2. Replace with the following:
Section H, H.9, Special Contract Requirements
**"OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S
EMPLOYEES (LaRC 52.211-104) (FEB 2007)"**

(a) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be held accountable for these credentials,

and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned. (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

E. Changes to the NASA FAR Supplement 1852.215-84 are as follows:

1. Delete in its entirety,
Section I, I.12, Contract Clauses
"OMBUDSMAN (NFS 1852.215-84) (JUN 2000) (ALTERNATE I)
(JUN 2000)"

2. Replace with the following:
Section I, I.12, Contract Clauses

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

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Cynthia L. Lee, direct inquires to Mary Jane Yeager, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2473; facsimile (757) 864-8541; email Mary.J.Yeager@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

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

F. All other terms and conditions remain unchanged.

	CONTRACT TABULATION		
	Contract Funding		
	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funding</u>
Original	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000
Mod 1	0	0	0
Mod 3	0	0	0
Mod 4	0	0	0
Mod 5	0	0	0
Mod 6	0	0	0
Mod 7	0	0	0
Total	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000

Note: Mod 2 was never issued.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 000008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC	7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE & TECHNOLOGY CORP Attn: Rink C. Wood 10 BASIL SAWYER DR HAMPTON VA 23666-1393		9A. AMENDMENT OF SOLICITATION NO. (k)	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA00B X	10B. DATED (SEE ITEM 11) 01/28/2005

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)
N/A

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

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

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

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

A. The purposes of this modification are (1) to incorporate clause NFS 1852.237-73 "Release of Sensitive Information", (JUN 2005) in full text; (2) to revise clause NFS 1852.215-84, "Ombudsman", (Oct 2003) (ALT I) (Jun 2000); and (3) to revise clause NFS 1852.204-76, "Security Requirements for Unclassified Information Technology Resources", (May 2007); at no cost to the Government. Accordingly, the following changes are hereby made to the contract:

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

15A. NAME AND TITLE OF SIGNER (Type or print) Elyse A. Webb, Asst. Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. Terry Cobb
15B. CONTRACTOR/OFFEROR <i>Elyse A. Webb</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/16/07
16B. UNITED STATES OF AMERICA <i>B. Terry Cobb</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/16/07

B. The following clauses, in full text, are added or revised under Section I, Contract Clauses":

1. Section I, I.12, OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000) delete in its entirety and replace with the following revised clause:

**I.12 OMBUDSMAN (NFS 1852.215-84) (OCTOBER 2003) (ALTERNATE I)
(JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, *Cynthia C. Lee, direct inquires to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757)864-2426; facsimile (757)864-8541.*

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at (202)358-0445, facsimile (202)358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

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

2. Section H, H.10, entitled, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES()delete in its entirety, and add the revised clause under *Section I, "Contract Clauses" para. I.14* as follows:

***I. 14 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED
INFORMATION TECHNOLOGY RESOURCES (MAY 2007)***

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology

(NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based

training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security

screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

3. Section I, I.15, RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005) is added as follows:

I.15 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use.

contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

C. All other terms and conditions remain unchanged.

CONTRACT TABULATION
Contract Funding

	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funding</u>
Original	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000
Mod 1	0	0	0
Mod 3	0	0	0
Mod 4	0	0	0
Mod 5	0	0	0
Mod 6	0	0	0
Mod 7	0	0	0
<i>Mod 8</i>	0	0	0
Total	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000

Note: Mod 2 was never issued.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000009	3. EFFECTIVE DATE 03/01/2008	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC	7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE & TECHNOLOGY CORP Attn: Rink C. Wood 10 BASIL SAWYER DR HAMPTON VA 23666-1393		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA00B	
			10B. DATED (SEE ITEM 11) 01/28/2005	

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)

N/A

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

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

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

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

PLEASE SEE CONTINUATION PAGE.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B Terry Cobb		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA B. Terry Cobb (Signature of Contracting Officer)	15C. DATE SIGNED 02/26/2008
(Signature of person authorized to sign)			

I. Effective March 1, 2008, the invoice submission and payment address is hereby changed to read as follows:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415
Phone: 877-677-2123

Electronic submissions of vouchers/invoices are preferred.

As a result thereof, the following are modified to reflect the above information:

- A. Standard Form 33, Solicitation, Offer and Award, Block 25
- B. Clause G.2, Submission of Vouchers for Payment (NFS 1852.216-87), paragraphs (b)(1) and (d)(1)
- C. All task orders issued under this award

II. Clause I.12, Ombudsman (NFS 1852.215-84), paragraph (b) is modified to replace the installation ombudsman information to reflect the following:

“Cynthia C. Lee, direct inquires to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757)864-2426; facsimile (757)864-8541.”

III. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. 000010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC	7. ADMINISTERED BY (If other than item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	CODE LARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE & TECHNOLOGY CORP Attn: Rink C. Wood 10 BASIL SAWYER DR HAMPTON VA 23666-1393		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA00B
			10B. DATED (SEE ITEM 11) 01/28/2005

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)

N/A

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: 52.222-43 Fair Labor Stand. Act and Serv. Contract Act-Price Adjust. (Mult Yr & Option Contracts) (Nov 2006)
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to incorporate the current Wage Determination under Exhibit C, in accordance with contract clause, FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Nov 2006). Accordingly, the following changes are made to the contract:

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

15A. NAME AND TITLE OF SIGNER (Type or print) Elyse A. Webb, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) B. TERRY COBB
15B. CONTRACTOR/OFFEROR <i>Elyse A. Webb</i> (Signature of person authorized to sign)	15C. DATE SIGNED 3/4/08
15D. UNITED STATES OF AMERICA	16B. DATE SIGNED <i>B. Terry Cobb</i> (Signature of Contracting Officer) 3/4/08

B. Part III, Section J, Exhibit C, "Register of Wage Determination" is changed as follows:

Register of Wage Determination and Fringe Benefits, No. 1994-2544, Revision 30, November 10, 2004, is deleted in its entirety and replaced with the attached Register of Wage Determination and Fringe Benefits, No. 2005-2544, Revision No. 6, November 13, 2007.

C. All other terms and conditions remain unchanged.

CONTRACT TABULATION
Contract Funding

	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funding</u>
Original	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000
Mod 1	0	0	0
Mod 3	0	0	0
Mod 4	0	0	0
Mod 5	0	0	0
Mod 6	0	0	0
Mod 7	0	0	0
Mod 8	0	0	0
Mod 9	0	0	0
<i>Mod 10</i>	0	0	0
Total	\$ [REDACTED]	\$ [REDACTED]	\$ 200,000

Note: Mod 2 was never issued.

STC

WD 05-2544 (Rev.-6) was first posted on www.wdol.gov on 11/20/2007

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2544
 Revision No.: 6
 Date Of Revision: 11/13/2007

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank,
 Perquimans
 Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City,
 Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry,
 Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.14
01012 - Accounting Clerk II	14.55
01013 - Accounting Clerk III	16.28
01020 - Administrative Assistant	22.28
01040 - Court Reporter	15.65
01051 - Data Entry Operator I	10.04
01052 - Data Entry Operator II	12.64
01060 - Dispatcher, Motor Vehicle	13.85
01070 - Document Preparation Clerk	12.01
01090 - Duplicating Machine Operator	12.01
01111 - General Clerk I	10.98
01112 - General Clerk II	13.37
01113 - General Clerk III	14.95
01120 - Housing Referral Assistant	19.00
01141 - Messenger Courier	10.11
01191 - Order Clerk I	13.46
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	14.85
01262 - Personnel Assistant (Employment) II	16.62
01263 - Personnel Assistant (Employment) III	18.52
01270 - Production Control Clerk	20.34
01280 - Receptionist	11.47
01290 - Rental Clerk	12.86
01300 - Scheduler, Maintenance	14.59
01311 - Secretary I	14.59
01312 - Secretary II	16.65
01313 - Secretary III	19.00
01320 - Service Order Dispatcher	13.85
01410 - Supply Technician	22.28
01420 - Survey Worker	13.82
01531 - Travel Clerk I	10.83
01532 - Travel Clerk II	11.57
01533 - Travel Clerk III	12.26
01611 - Word Processor I	12.52
01612 - Word Processor II	14.41
01613 - Word Processor III	15.71
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.34

05010	- Automotive Electrician	19.12
05040	- Automotive Glass Installer	18.26
05070	- Automotive Worker	18.26
05110	- Mobile Equipment Servicer	16.50
05130	- Motor Equipment Metal Mechanic	20.02
05160	- Motor Equipment Metal Worker	18.26
05190	- Motor Vehicle Mechanic	20.02
05220	- Motor Vehicle Mechanic Helper	15.57
05250	- Motor Vehicle Upholstery Worker	17.36
05280	- Motor Vehicle Wrecker	18.26
05310	- Painter, Automotive	19.12
05340	- Radiator Repair Specialist	17.36
05370	- Tire Repairer	13.37
05400	- Transmission Repair Specialist	20.02
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.17
07041	- Cook I	8.79
07042	- Cook II	9.71
07070	- Dishwasher	7.85
07130	- Food Service Worker	8.06
07210	- Meat Cutter	13.91
07260	- Waiter/Waitress	7.80
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	21.23
09040	- Furniture Handler	13.34
09080	- Furniture Refinisher	16.03
09090	- Furniture Refinisher Helper	13.05
09110	- Furniture Repairer, Minor	14.56
09130	- Upholsterer	16.03
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.02
11060	- Elevator Operator	10.02
11090	- Gardener	11.22
11122	- Housekeeping Aide	10.36
11150	- Janitor	11.40
11210	- Laborer, Grounds Maintenance	9.76
11240	- Maid or Houseman	7.59
11260	- Pruner	11.63
11270	- Tractor Operator	11.41
11330	- Trail Maintenance Worker	9.76
11360	- Window Cleaner	12.09
12000	- Health Occupations	
12010	- Ambulance Driver	13.92
12011	- Breath Alcohol Technician	14.30
12012	- Certified Occupational Therapist Assistant	19.51
12015	- Certified Physical Therapist Assistant	18.70
12020	- Dental Assistant	12.64
12025	- Dental Hygienist	29.49
12030	- EKG Technician	19.31
12035	- Electroneurodiagnostic Technologist	19.31
12040	- Emergency Medical Technician	13.92
12071	- Licensed Practical Nurse I	12.62
12072	- Licensed Practical Nurse II	14.12
12073	- Licensed Practical Nurse III	15.74
12100	- Medical Assistant	10.83
12130	- Medical Laboratory Technician	15.35
12160	- Medical Record Clerk	12.21
12190	- Medical Record Technician	13.66
12195	- Medical Transcriptionist	13.11
12210	- Nuclear Medicine Technologist	25.82
12221	- Nursing Assistant I	8.71
12222	- Nursing Assistant II	9.79
12223	- Nursing Assistant III	10.68
12224	- Nursing Assistant IV	10.99
12235	- Optical Dispenser	14.44
12236	- Optical Technician	15.08
12250	- Pharmacy Technician	13.02

12280	- Phlebotomist	12.32
12305	- Radiologic Technologist	21.38
12311	- Registered Nurse I	21.69
12312	- Registered Nurse II	25.76
12313	- Registered Nurse II, Specialist	25.76
12314	- Registered Nurse III	31.17
12315	- Registered Nurse III, Anesthetist	31.17
12316	- Registered Nurse IV	37.36
12317	- Scheduler (Drug and Alcohol Testing)	17.48
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.16
13012	- Exhibits Specialist II	23.61
13013	- Exhibits Specialist III	26.22
13041	- Illustrator I	20.00
13042	- Illustrator II	24.56
13043	- Illustrator III	29.67
13047	- Librarian	29.78
13050	- Library Aide/Clerk	10.16
13054	- Library Information Technology Systems Administrator	18.94
13058	- Library Technician	13.55
13061	- Media Specialist I	13.78
13062	- Media Specialist II	15.42
13063	- Media Specialist III	17.19
13071	- Photographer I	12.66
13072	- Photographer II	16.78
13073	- Photographer III	20.39
13074	- Photographer IV	22.64
13075	- Photographer V	27.40
13110	- Video Teleconference Technician	14.15
14000	- Information Technology Occupations	
14041	- Computer Operator I	14.18
14042	- Computer Operator II	15.87
14043	- Computer Operator III	17.69
14044	- Computer Operator IV	20.13
14045	- Computer Operator V	21.77
14071	- Computer Programmer I (1)	19.54
14072	- Computer Programmer II (1)	22.11
14073	- Computer Programmer III (1)	26.48
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	27.62
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	14.18
14160	- Personal Computer Support Technician	20.13
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	27.40
15020	- Aircrew Training Devices Instructor (Rated)	33.15
15030	- Air Crew Training Devices Instructor (Pilot)	36.09
15050	- Computer Based Training Specialist / Instructor	29.49
15060	- Educational Technologist	27.30
15070	- Flight Instructor (Pilot)	36.09
15080	- Graphic Artist	20.06
15090	- Technical Instructor	19.97
15095	- Technical Instructor/Course Developer	24.43
15110	- Test Proctor	16.65
15120	- Tutor	16.65
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	7.81
16030	- Counter Attendant	7.81
16040	- Dry Cleaner	9.98
16070	- Finisher, Flatwork, Machine	7.81
16090	- Presser, Hand	7.81
16110	- Presser, Machine, Drycleaning	7.81
16130	- Presser, Machine, Shirts	7.81
16160	- Presser, Machine, Wearing Apparel, Laundry	7.81
16190	- Sewing Machine Operator	10.71
16220	- Tailor	11.46

16250 - Washer, Machine	8.54
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.66
19040 - Tool And Die Maker	22.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.97
21030 - Material Coordinator	20.38
21040 - Material Expediter	20.38
21050 - Material Handling Laborer	10.63
21071 - Order Filler	10.33
21080 - Production Line Worker (Food Processing)	14.97
21110 - Shipping Packer	12.34
21130 - Shipping/Receiving Clerk	12.34
21140 - Store Worker I	11.42
21150 - Stock Clerk	14.29
21210 - Tools And Parts Attendant	14.97
21410 - Warehouse Specialist	14.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.99
23021 - Aircraft Mechanic I	22.03
23022 - Aircraft Mechanic II	22.99
23023 - Aircraft Mechanic III	23.93
23040 - Aircraft Mechanic Helper	16.24
23050 - Aircraft, Painter	20.06
23060 - Aircraft Servicer	18.10
23080 - Aircraft Worker	19.04
23110 - Appliance Mechanic	17.63
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.35
23130 - Carpenter, Maintenance	17.47
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician Maintenance I	20.00
23182 - Electronics Technician Maintenance II	20.94
23183 - Electronics Technician Maintenance III	21.95
23260 - Fabric Worker	15.87
23290 - Fire Alarm System Mechanic	18.31
23310 - Fire Extinguisher Repairer	15.04
23311 - Fuel Distribution System Mechanic	18.95
23312 - Fuel Distribution System Operator	15.62
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.03
23381 - Ground Support Equipment Servicer	18.10
23382 - Ground Support Equipment Worker	19.04
23391 - Gunsmith I	15.04
23392 - Gunsmith II	16.68
23393 - Gunsmith III	18.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
19.11	
23430 - Heavy Equipment Mechanic	18.41
23440 - Heavy Equipment Operator	18.31
23460 - Instrument Mechanic	19.03
23465 - Laboratory/Shelter Mechanic	17.47
23470 - Laborer	10.02
23510 - Locksmith	18.17
23530 - Machinery Maintenance Mechanic	18.50
23550 - Machinist, Maintenance	18.31
23580 - Maintenance Trades Helper	14.17
23591 - Metrology Technician I	19.03
23592 - Metrology Technician II	19.86
23593 - Metrology Technician III	20.67
23640 - Millwright	25.30
23710 - Office Appliance Repairer	17.36
23760 - Painter, Maintenance	17.47
23790 - Pipefitter, Maintenance	19.13
23810 - Plumber, Maintenance	18.26

23820	- Pneudraulic Systems Mechanic	18.31
23850	- Rigger	18.31
23870	- Scale Mechanic	16.68
23890	- Sheet-Metal Worker, Maintenance	18.31
23910	- Small Engine Mechanic	16.68
23931	- Telecommunications Mechanic I	21.59
23932	- Telecommunications Mechanic II	23.57
23950	- Telephone Lineman	21.20
23960	- Welder, Combination, Maintenance	17.84
23965	- Well Driller	18.25
23970	- Woodcraft Worker	18.31
23980	- Woodworker	15.04
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	7.42
24580	- Child Care Center Clerk	11.48
24610	- Chore Aide	7.55
24620	- Family Readiness And Support Services Coordinator	12.35
24630	- Homemaker	12.13
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	19.44
25040	- Sewage Plant Operator	18.61
25070	- Stationary Engineer	19.44
25190	- Ventilation Equipment Tender	14.36
25210	- Water Treatment Plant Operator	18.61
27000	- Protective Service Occupations	
27004	- Alarm Monitor	14.07
27007	- Baggage Inspector	10.06
27008	- Corrections Officer	14.82
27010	- Court Security Officer	16.68
27030	- Detection Dog Handler	12.65
27040	- Detention Officer	14.82
27070	- Firefighter	14.76
27101	- Guard I	10.06
27102	- Guard II	12.65
27131	- Police Officer I	20.46
27132	- Police Officer II	22.73
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.43
28042	- Carnival Equipment Repairer	10.95
28043	- Carnival Equmnet Worker	7.43
28210	- Gate Attendant/Gate Tender	12.14
28310	- Lifeguard	11.90
28350	- Park Attendant (Aide)	13.83
28510	- Recreation Aide/Health Facility Attendant	9.91
28515	- Recreation Specialist	16.34
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	15.57
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	18.18
29020	- Hatch Tender	18.18
29030	- Line Handler	18.18
29041	- Stevedore I	17.29
29042	- Stevedore II	19.03
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011	- Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021	- Archeological Technician I	15.52
30022	- Archeological Technician II	16.81
30023	- Archeological Technician III	20.77
30030	- Cartographic Technician	24.93
30040	- Civil Engineering Technician	20.78
30061	- Drafter/CAD Operator I	15.72
30062	- Drafter/CAD Operator II	18.63
30063	- Drafter/CAD Operator III	20.77
30064	- Drafter/CAD Operator IV	24.01
30081	- Engineering Technician I	16.02

30082 - Engineering Technician II	17.99
30083 - Engineering Technician III	20.54
30084 - Engineering Technician IV	24.93
30085 - Engineering Technician V	30.49
30086 - Engineering Technician VI	36.89
30090 - Environmental Technician	18.07
30210 - Laboratory Technician	18.55
30240 - Mathematical Technician	24.93
30361 - Paralegal/Legal Assistant I	14.43
30362 - Paralegal/Legal Assistant II	17.88
30363 - Paralegal/Legal Assistant III	21.86
30364 - Paralegal/Legal Assistant IV	26.46
30390 - Photo-Optics Technician	24.93
30461 - Technical Writer I	19.09
30462 - Technical Writer II	23.34
30463 - Technical Writer III	28.24
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.00
30621 - Weather Observer, Senior (2)	21.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.12
31030 - Bus Driver	12.79
31043 - Driver Courier	12.18
31260 - Parking and Lot Attendant	8.11
31290 - Shuttle Bus Driver	12.93
31310 - Taxi Driver	10.29
31361 - Truckdriver, Light	12.93
31362 - Truckdriver, Medium	14.17
31363 - Truckdriver, Heavy	16.14
31364 - Truckdriver, Tractor-Trailer	16.14
99000 - Miscellaneous Occupations	
99030 - Cashier	8.48
99050 - Desk Clerk	8.51
99095 - Embalmer	21.61
99251 - Laboratory Animal Caretaker I	9.61
99252 - Laboratory Animal Caretaker II	10.20
99310 - Mortician	25.42
99410 - Pest Controller	12.94
99510 - Photofinishing Worker	11.01
99710 - Recycling Laborer	14.96
99711 - Recycling Specialist	16.88
99730 - Refuse Collector	13.79
99810 - Sales Clerk	10.01
99820 - School Crossing Guard	9.62
99830 - Survey Party Chief	16.54
99831 - Surveying Aide	10.33
99832 - Surveying Technician	15.04
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

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 \$3.16 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

When preparing a conformance request, the "Service Contract Act Directory of

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