AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
194	See Block 16C	See Schedule	ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Attn: Janice M. Nieves
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

Conformed Analex Contract Mods 194 through 226

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 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one o Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on e separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOW THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN F virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provide reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13 THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/C

CHECK ONE

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 1 ORDER NO IN ITEM 10A

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES 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)
Unilateral pursuant to NFS 1852.216-76, Award Fee for Service Contract

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

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

The purpose of this modification is to reflect the Fee Determination Officials award for Analex performance of the Expendable Launch Vehicle Integrated Support contract for the Thirteenth Award Fee Evaluation Period from April 1, 2008 through September 30, 2008. The overall rating was Excellent for a score of 98%. The S&MA rating was Very Good for a score of 89%. The total Earned Award Fee for the Thirteenth Award Fee Evaluation Period is $724,726.07.

LIST OF CHANGES:
Total Amount for this Modification: -$21,160.93
New Contract Value Total: $261,811,598.36

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Janice M. Nieves	
TRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Janice M. Nieves (Signature of Contracting Officer)	16C DATE SIGNED 11/26/2008

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

Item No. 14 (Continued)

A. The purpose of this modification is to reflect the Fee Determination Official's award for Analex performance of the Expendable Launch Vehicle Integrated Support contract for the Thirteenth Award Fee Evaluation Period from April 1, 2008 through September 30, 2008. The total Earned Award Fee for the Thirteenth Award Fee Evaluation Period is **$724,726.07**.

B. Provisional award fee payments disbursed during Award Fee Period 13 totaled $ $555,284.27 and should not be included in the contractor's final Period 13 Award Fee payment. **The final Earned Award Fee payment due the contractor for Period 13 Award Fee is $169,441.80.**

C. Section B, Table B-2.6, Summary Option Period 1 (FY 2006 thru FY 2008), is revised to reflect the decreases for unearned award fee, which are a decrease in "Maximum Available Award Fee: Overall" of $4,786.67, a decrease in "Maximum Available Award Fee: S&MA" of $7,630.57, a decrease in "Maximum Available Award Fee: SOW 10.0" of $8,743.69, all of which resulted in a decrease in "Total Estimated Contract Value" of $21,160.93, as indicated by the following changes:

	From	To	Difference
Maximum Available Award Fee: Overall	$ 1,356,899.72	$ 1,352,113.05	$ (4,786.67)
Maximum Available Award Fee: S&MA	$ 369,125.47	$ 361,494.90	$ (7,630.57)
Maximum Available Award Fee: SOW 10.0	$ 2,553,235.97	$ 2,544,492.28	$ (8,743.69)
Total Estimated Contract Value:	$ 93,616,688.20	$ 93,595,527.27	$ (21,160.93)

D. Section B, Table B-3a, Available and Earned Fee (from Period 7 and thereafter), is revised to reflect the contractor's Earned Fee for Period 13 of **$724,726.07** as follows:

Period	Evaluation Period	Overall Max Available Award Fee	S&MA Max Available	Overall Rating	Overall Score	Overall Earned Fee	S&MA Rating	S&MA Score	S&MA Earned Fee	Mod No.
OPTION 1										
13	04/01/08-09/30/08	$676,518.15	$ 69,368.85	Excellent	98	$ 662,987.79	Very Good	89	$ 61,738.28	194
OPTION 2										

E. Section G, Table G-3, Contract Funding for Award Fee, is revised to reflect the decrease to Maximum Available Award Fee of $21,160.93, which changes the Cumulative Total from $12,569,658.34 to $12,548,497.41, as follows:

Mod Number	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 193	$ 12,569,658.34	$ 8,181,888.22	
Mod 194	$ (21,160.93)		
Cumulative Totals	**$ 12,548,497.41**	**$ 8,181,888.22**	

F. As a result of the above changes, pages 18.3, 27, and 41.5 of the contract are hereby deleted and replaced with the revised attached pages 18.3, 27, and 41.5.

G. All other terms and conditions of the contract remain unchanged.

Table B-2.6 Summary Option Period 1 (FY 2006 thru FY 2008)

FIXED-PRICE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$	23,148,050.96
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$	
FIXED-PRICE: S&MA	CLIN 2003	$	6,632,363.04
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 2003	$	
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 2008	$	658,520.04
CAP AND TRAVEL	CLINS 2009 &2010	$	5,022,424.00
ESTIMATED COST – SOW 10.0	CLIN 2011	$	43,571,289.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 2011	$	
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 2012	$	8,135,780.00
MAINTENANCE AND REPAIR C&T	CLIN 2013	$	608,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 2014	$	170,000.00
IT CAP	CLIN 2015	$	100,000.00
IT CAP-MAL	CLIN 2016	$	1,291,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 2002 – 2015	$	

OPTION 2 – Expendable Launch Vehicle Integrated Support. The Government reserves the right to exercise an option for a 3-year performance period. The Contracting Officer will exercise options in accordance with the procedures at FAR subpart 17.2

(Performance Period: October 1, 2008 – September 30,2011)

3.1 Contract Core Requirements (Fixed Price Award Fee)

The Contractor shall provide the necessary services to accomplish the following technical services in accordance with the SOW. Pricing for Section 1.0 of the SOW is deemed to be included in the CLIN prices below.

MAXIMUM AVAILABLE AWARD FEE ADJUSTMENTS: Tables B-3 and B-3a are adjusted for any Fixed Price, SMA Fixed Price or Cost CLIN increases or decreases in scope. Once the period has ended and the Award Fee Score has been determined by the Award Fee Board Members, unearned award fee is adjusted on the summary option pages 10.2 (Basic), 18.3 (Option 1), or 26.3 (Option 2) as well as the tables below.

***Table B-3 Available and Earned Fee** (through Period 6)*

Period	Evaluation Period	Maximum Available Fee	Earned Fee	Score	Rating	Mod No.
1	07/01/02 – 09/30/02					08
2	10/01/02 – 03/31/03					16
3	04/01/03 – 09/30/03					31
4	10/01/03 – 03/31/04					50
5	04/01/04 – 09/30/04					61
6	10/01/04 – 03/31/05					86

***Table B-3a Available and Earned Fee** (from Period 7 and thereafter)*

Period	Evaluation Period	Overall Max Available Award Fee	S&MA Max Available Award Fee	Overall Rating	Overall Score	Overall Earned Fee	S&MA Rating	S&MA Score	S&MA Earned Fee	Mod No.
7	04/01/05-09/30/05	$								103
OPTION 1										
8	10/01/05-03/31/06	$								124
9	04/01/06-09/30/06	$								137
10	10/01/06-03/31/07	$								152
11	04/01/07-09/30/07	$								166
12	10/01/07-03/31/08	$								182
13	04/01/8-09/30/08	$								194
OPTION 2										
14	10/01/08-03/31/09	$		TBD	TBD	TBD	TBD	TBD	TBD	
15	04/01/09-09/30/09	$		TBD	TBD	TBD	TBD	TBD	TBD	
16	10/01/09-03/31/10	$		TBD	TBD	TBD	TBD	TBD	TBD	
17	04/01/10-09/30/10	$		TBD	TBD	TBD	TBD	TBD	TBD	
18	10/01/10-03/31/11	$		TBD	TBD	TBD	TBD	TBD	TBD	
19	04/01/11-09/30/11	$		TBD	TBD	TBD	TBD	TBD	TBD	

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 146	$	$ 5,575,298 15	
Mod 148		$ 206,608 00	8/2/07
Mod 149	$		
Mod 150		$ 359,947 00	10/3/07
Mod 151		$ 437,636 54	12/17/07
Mod 152	$		
Mod 154		$ 66,358 00	2/19/08
Mod 156		$ 24,227 00	4/1/08
Mod 158	$		
Mod 161		$ 111,738 00	4/27/08
Mod 162		$ 13,968 00	
Mod 163	$		
Mod 164		$ 16,395 00	
Mod 165		$ 28,265.00	
Mod 166	$		
Mod 170	$		
Mod 171		$ 77,768 00	5/11/08
Mod 175		$ 252,766 00	6/6/08
Mod 178	$	$ 354,559 00	9/29/08
Mod 179		$ 14,673 00	9/26/08
Mod 180	$		
Mod 181		$ 61,567 00	9/29/08
Mod 182	$		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761 73	12/30/08
Mod 186		$ 72,107 00	1/23/09
Mod 187	$		
Mod 188		$ 11,789 00	1/27/09
Mod 189		$ 56,808.00	2/14/09
Mod 190		$ 15,372 00	2/19/09
Mod 191		$ 13,401 00	2/22/09
Mod 192	$		
Mod 193		$ 54,141.80	3/12/09
Mod 194	$		
Cumulative Totals	**$**	**$ 8,181,888.22**	

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO: 195

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO.

5 PROJECT NO (If applicable): ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Attn: Janice M. Nieves
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1, Changes - Fixed Price (Alternate II)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office

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

The purpose of this modification is to update Attachment J-4a, Installation-Accountable Property and Attachment J-4b, Government Furnished Property. Remove Attachment J-4a, pages 199-255 and J-4b, pages 255a-255c and replace with the attached Attachment J-4a, page 199 plus 88 pages (current as of 12/5/08) and Attachment J-4b, page 255a plus 1 page (current as of 12/16/08).

There is no cost associated with this change.

All other terms and conditions remain unchanged.
Delivery Location Code: KSC
NASA/Kennedy Space Center
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)
Ryan J. Philpot, Manager, Program Control

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Janice M. Nieves

15B CONTRACTOR/OFFEROR
Ryan J. Philpot
(Signature of person authorized to sign)

15C DATE SIGNED 12-17-08

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

16C DATE SIGNED 12/17/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED NAS1002026/195	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
ANALEX CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	KENNEDY SPACE CENTER FL 32899				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO 196	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO 4200278254	5. PROJECT NO. (If applicable) ELVIS

6. ISSUED BY CODE KSC NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	7. ADMINISTERED BY (If other than Item 6) CODE KSC NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Attn: Janice M. Nieves Kennedy Space Center FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ANALEX CORP 2677 Prosperity Avenue, Suite 400 Fairfax VA 22031-4906	(x)	9A. AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1002026
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule — Net Increase: $6,680,330.06

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Pursuant to FAR 52.232-22, NFS 1852.232-77 and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $6,680,330.06
New Total Obligated Amount for this Award: $188,973,036.38
Incrementally Funded through May 29, 2009

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JACKLYN L. NORMAN, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jacklyn L. Norman (Signature of Contracting Officer)	16C. DATE SIGNED 12/19/08

NSN 7540-01-152-8070
Previous edition unusable

PRESCRIBED BY GSA/FAR (48 CFR) 53.243
STANDARD FORM 30 (REV. 10-83)

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $6,680,330.06
New Total Obligated Amount for this Award: $188,973,036.38
Incrementally Funded through May 29, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $76,908,582.21 to $79,964,833.21, an increase of $3,056,251.00. Contract Section G, Paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the cost-Reimburseable portion of this contract are changed from $97,202,235.89 to $100,575,802.57, an increase of $3,373,566.68. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $8,181,888.22 to $8,432,400.60, an increase of $250,512.38. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $182,292,706.32 to $188,973,036.38, an increase of $6,680,330.06.

E. All funding is adequate through May 29, 2009.

F. Remove Section G, pages 39, 39.3, 41.2, and 41.5; and replace them with the attached revised pages 39, 39.3, 41.2, and 41.5.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of $79,964,833.21 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$ 78,124,194.00	$ 1,387,584.00	8/31/02
TO9400	$ 143,942.00	$ 143,942.00	9/30/02
TO9700	$ 13,181.31	$ 13,181.31	9/30/02
TO1001	$ 2,793.42		
TO1002	$ 5,830.40		
TO9800	$ 50,141.83	$ 50,141.83	
TO1003	$ 10,037.94		
TO 1004	$ 8,745.60		
Subtotal	$78,358,866.50	$50,141.83	

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235.90	$ 60,118,536.21	5/17/08
Mod 169		$ 931,630.00	4/16/08
Mod 170	$ 112,932.00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907.00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406.48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,449.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Cumulative Total	**$ 101,764,175.95**	$ 79,964,833.21	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod No.	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 136	$ 133,109,684.00	$ 66,351,994.15	
Mod 138		$ 804,231.00	4/29/07
Mod 139		$ 1,700,000.00	5/27/07
Mod 140	$ 41,156.00		
Mod 141	$ (377,096.00)		
Mod 144		$ 973,155.00	12/31/02
Mod 146	$ 159,609.00		
Mod 148		$ 2,208,942.00	8/2/07
Mod 149	$ 256,731.00		
Mod 150		$ 982,357.00	10/3/07
Mod 151		$ 4,105,765.69	12/17/07
Mod 154		$ 2,131,750.00	2/19/08
Mod 156		$ 1,720,687.00	4/1/08
Mod 158	$ 7,250.00		
Mod 159		$ 340,915.88	2/28/03
Mod 160		$ (102,614.39)	
Mod 161		$ 712,295.00	4/27/07
Mod 162		$ 156,527.00	
Mod 163	$ 3,414,761.00		
Mod 164		$ 183,721.00	
Mod 165		$ 316,728.00	
Mod 167		$ 195,072.00	5/17/08
Mod 168	$ 2,708,000.00		
Mod 170	$ 2,298,321.00		
Mod 171		$ 790,640.00	5/11/08
Mod 175		$ 446,373.00	6/6/08
Mod 177	$ 350,000.00		
Mod 178	$ 4,726,399.00	$ 6,047,660.00	9/29/08
Mod 180	$ (27,657.00)		
Mod 184		$ 1,615,649.00	12/8/08
Mod 185	$ 450,000.00	$ 1,551,976.73	12/30/08
Mod 186	$ 120,000.00	$ 1,305,670.00	1/23/09
Mod 189		$ 681,701.00	2/14/09
Mod 190		$ 214,104.00	2/19/09
Mod 191		$ 886,695.00	2/22/09
Mod 192	$261,717.00		
Mod 193		$ 880,240.83	3/12/09
Mod 196		$ 3,373,566.68	5/29/09
Cumulative Totals	**$ 147,498,875.00**	$ 100,575,802.57	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 146	$	$ 5,575,298.15	
Mod 148		$ 206,608.00	8/2/07
Mod 149	$		
Mod 150		$ 359,947.00	10/3/07
Mod 151		$ 437,636.54	12/17/07
Mod 152	$		
Mod 154		$ 66,358.00	2/19/08
Mod 156		$ 24,227.00	4/1/08
Mod 158	$		
Mod 161		$ 111,738.00	4/27/08
Mod 162		$ 13,968.00	
Mod 163	$		
Mod 164		$ 16,395.00	
Mod 165		$ 28,265 00	
Mod 166	$		
Mod 170	$		
Mod 171		$ 77,768.00	5/11/08
Mod 175		$ 252,766.00	6/6/08
Mod 178	$	$ 354,559.00	9/29/08
Mod 179		$ 14,673.00	9/26/08
Mod 180	$		
Mod 181		$ 61,567.00	9/29/08
Mod 182	$		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761.73	12/30/08
Mod 186		$ 72,107 00	1/23/09
Mod 187	$		
Mod 188		$ 11,789.00	1/27/09
Mod 189		$ 56,808.00	2/14/09
Mod 190		$ 15,372.00	2/19/09
Mod 191		$ 13,401.00	2/22/09
Mod 192	$		
Mod 193		$ 54,141 80	3/12/09
Mod 194	$		
Mod 196		$ [illegible]	[illegible]
Cumulative Totals	$	$ 8,432,400.60	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO: 197

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO: See Schedule

5 PROJECT NO (If applicable): ELVIS

6 ISSUED BY CODE KSC

SA/John F. Kennedy Space Center
fice of Procurement
ail Code: OP-LS
Attn: Karim F. Hourani
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Attn: Karim F. Hourani
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE

FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO: NAS1002026

10B DATED (SEE ITEM 13): 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Increase: $1,726,030.00

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

CHECK ONE

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43 103(b)

C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

D OTHER (Specify type of modification and authority)

X Pursuant to FAR 52.232-22, NFS 1852.232-77 and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $1,726,030.00
New Total Obligated Amount for this Award: $190,699,066.38
Incrementally Funded through 06/21/2009

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

15A NAME AND TITLE OF SIGNER (Type or print)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Jacklyn L. Norman

CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C DATE SIGNED

16B UNITED STATES OF AMERICA (Signature of Contracting Officer): Jacklyn L. Norman

16C DATE SIGNED: 01/26/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $1,726,030.00
New Total Obligated Amount for this Award: $190,699,066.38
Incrementally Funded through June 21, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $79,964,833.21 to $81,145,437.73 an increase of $1,180,604.52. Contract Section G, Paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $100,575,802.57 to $101,050,460.82, an increase of $474,658.25. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $8,432,400.60 to $8,503,167.83, an increase of $70,767.23. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $188,973,036.38 to $190,699,066.38, an increase of $1,726,030.00.

E. All funding is adequate through June 21, 2009.

F. Remove Section G, pages 39, 39.3, 41.2, and 41.5; and replace them with the attached revised pages 39, 39.3, 41.2, and 41.5.

G. All other terms and conditions of the contract remain unchanged.

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 146	$ [illegible]	$ 5,575,298 15	
Mod 148		$ 206,608 00	8/2/07
Mod 149	$		
Mod 150		$ 359,947 00	10/3/07
Mod 151		$ 437,636 54	12/17/07
Mod 152	$		
Mod 154		$ 66,358 00	2/19/08
Mod 156		$ 24,227 00	1/1 08
Mod 158	$		
Mod 161		$ 111,738 00	4/27/08
Mod 162		$ 13,968 00	
Mod 163	$		
Mod 164		$ 16,395 00	
Mod 165		$ 28,265 00	
Mod 166	$		
Mod 170	$		
Mod 171		$ 77,768 00	5/11/08
Mod 175		$ 252,766 00	6/6 08
Mod 178	$	$ 354,559 00	9/29/08
Mod 179		$ 14,673 00	9/26/08
Mod 180	$		
Mod 181		$ 61,567 00	9/29/08
Mod 182	$		
Mod 184		$ 290,734 00	12/8/08
Mod 185		$ 65,761.73	12/30/08
Mod 186		$ 72,107 00	1/23/09
Mod 187	$		
Mod 188		$ 11,789.00	1/27/09
Mod 189		$ 56,808 00	2/14/09
Mod 190		$ 15,372 00	2/19/09
Mod 191		$ 13,401 00	2/22/09
Mod 192	$		
Mod 193		$ 54,141 80	3/12/09
Mod 194	$		
Mod 196		$ 250,512 38	5/29/09
Mod 197		$ [illegible]	[illegible]
Cumulative Totals	$ [illegible]	$ 8,503,076 85	

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

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

6. ISSUED BY CODE KSC

./John F. Kennedy Space Center
..ice of Procurement
Mail Code: OP-LS
Attn: Karim F. Hourani
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Attn: Karim F. Hourani
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $36,402.80

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) Pursuant to FAR 52.232-22, NFS 1852.232-77 and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $36,402.80
New Total Obligated Amount for this Award: $190,735,469.18
Incrementally Funded through 06/21/2009.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jacklyn L. Norman	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jacklyn L. Norman (Signature of Contracting Officer)	16C. DATE SIGNED 01/30/2009

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $36,402.80
New Total Obligated Amount for this Award: $190,735,469.18
Incrementally Funded through June 21, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $81,145,437.73 to $81,170,337.25, an increase of $24,899.52. Contract Section G, Paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $101,050,460.82 to $101,060,471.59, an increase of $10,010.77. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $8,503,167.83 to $8,504,660.34, an increase of $1,492.51. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $190,699,066.38 to $190,735,469.18, an increase of $36,402.80.

E. All funding is adequate through June 21, 2009.

F. Remove Section G, pages 39, 39.3, 41.2, and 41.5; and replace them with the attached revised pages 39, 39.3, 41.2, and 41.5.

G. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO: 199

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO:

5. PROJECT NO. (If applicable): ELVIS

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1002026

10B. DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes - Fixed Price (Alternate II)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to incorporate updated Attachment J-2, for DRD-16, DRD-20, and DRD-21. The attached pages 174, 178, 179, 180, 184, and 185 reflect the change pages of the contract. There is no cost associated with this modification.

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): Ryan J. Philpot, Manager, Program Control

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Lisa Morales

15B. CONTRACTOR/OFFEROR: Ryan J Philpot (Signature of person authorized to sign)

15C. DATE SIGNED: 2-3-09

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

16C. DATE SIGNED: 2/4/09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. 200

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable) ELVIS

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B. DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes - Fixed Price (ALT I & II), FAR 52.243-2 Changes - Cost-Reimbursement (ALT II)
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this no cost modification is to add FY 2009 Conference Restriction Clause language to Section H-31 in accordance with Kennedy Space Center ADVIS-O-GRAM 09-01. Replace page 57 with the attached change page.

Any contract requirement directing attendance, participation in, or support to conferences for FY 2009 and/or using FY 2009 funding is hereby deleted from this contract. Any written or verbal direction to attend, participate in, or support conferences for FY 2009 and/or using FY 2009 funding is hereby rescinded. This is effective as of modification 200.

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)
Ryan J. Philpot, Manager, Program Control

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Janice M. Nieves

15B. CONTRACTOR/OFFEROR
Ryan J Philpot
(Signature of person authorized to sign)

15C. DATE SIGNED 2-4-09

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

16C. DATE SIGNED 2/5/09

NSN 7540-01-152-8070
Previous edition unusable

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
201	See Block 16C	4200283943	ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO
NAS1002026

10B. DATED (SEE ITEM 13)
06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $1,238,873.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Pursuant to FAR 52.232-22, NFS 1852.232-77 and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract.

Obligated Amount for this Modification: $1,238,873.00
New Total Obligated Amount for this Award: $191,974,342.18
Incrementally Funded through 7/8/09

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) Lisa Morales	16C. DATE SIGNED 2/19/09

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $1,238,873.00
New Total Obligated Amount for this Award: $191,974,342.18
Incrementally Funded through July 8, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $81,170,337.25 to 81,888,873.59, an increase of $718,546.34. Contract Section G, Paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $101,060,471.59 to $101,528,146.15, an increase of $467,674.56. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $8,504,660.34 to $8,557,221.44, an increase of $52,652.10. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $190,735,469.18 to $191,974,342.18, an increase of $1,238,873.00.

E. All funding is adequate through July 8, 2009.

F. Remove Section G, pages 39, 39.3, 41.2 thru 41.5; and replace them with the attached revised pages 39, 39.3, 41.2 thru 41.6.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of $81,888,873.59 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$ 78,124,194.00	$ 1,387,584.00	8/31/02
TO9400	$ 143,942.00	$ 143,942.00	9/30/02
TO9700	$ 13,181.31	$ 13,181.31	9/30/02
TO1001	$ 2,793.42		
TO1002	$ 5,830.40		
TO9800	$ 50,141.83	$ 50,141.83	
TO1003	$ 10,037.94		
TO 1004	$ 8,745.60		
Subtotal	$78,358,866.50	$50,141.83	

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235.90	$ 60,118,536.21	5/17/08
Mod 169		$ 931,630.00	4/16/08
Mod 170	$ 112,932.00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907.00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406.48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,449.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,889.52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Cumulative Total	$ 101,764,175.95	$ 81,888,873.59	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod 138		$ 804,231.00	4/29/07
Mod 139		$ 1,700,000.00	5/27/07
Mod 140	$ 41,156.00		
Mod 141	$ (377,096.00)		
Mod 144		$ 973,155.00	12/31/02
Mod 146	$ 159,609.00		
Mod 148		$ 2,208,942.00	8/2/07
Mod 149	$ 256,731.00		
Mod 150		$ 982,357.00	10/3/07
Mod 151		$ 4,105,765.69	12/17/07
Mod 154		$ 2,131,750.00	2/19/08
Mod 156		$ 1,720,687.00	4/1/08
Mod 158	$ 7,250.00		
Mod 159		$ 340,915.88	2/28/03
Mod 160		$ (102,614.39)	
Mod 161		$ 712,295.00	4/27/07
Mod 162		$ 156,527.00	
Mod 163	$ 3,414,761.00		
Mod 164		$ 183,721.00	
Mod 165		$ 316,728.00	
Mod 167		$ 195,072.00	5/17/08
Mod 168	$ 2,708,000.00		
Mod 170	$ 2,298,321.00		
Mod 171		$ 790,640.00	5/11/08
Mod 175		$ 446,373.00	6/6/08
Mod 177	$ 350,000.00		
Mod 178	$ 4,726,399.00	$ 6,047,660.00	9/29/08
Mod 180	$ (27,657.00)		
Mod 184		$ 1,615,649.00	12/8/08
Mod 185	$ 450,000.00	$ 1,551,976.73	12/30/08
Mod 186	$ 120,000.00	$ 1,305,670.00	1/23/09
Mod 189		$ 681,701.00	2/14/09
Mod 190		$ 214,104.00	2/19/09
Mod 191		$ 886,695.00	2/22/09
Mod 192	$261,717.00		
Mod 193		$ 880,240.83	3/12/09
Mod 196		$ 3,373,566.68	5/29/09
Mod 197		$ 474,658.25	6/21/09
Mod 198		$ 10,010.77	6/21/09
SUBTOTAL	**$ 147,498,875.00**	**$ 101,060,471.59**	

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,875.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
SUBTOTAL	$ 147,498,875.00	$ 101,528,146.15	

(End of Clause)

G-13 CONTRACT FUNDING FOR PAYMENT OF AWARD FEE

The total amount allotted by the Government to this contract for payment of Award Fee is shown in the Table below This Award Fee funding is applicable to both the Fixed-Price and the Cost-Reimbursable Contract Line Items. These allotments are considered adequate to reimburse the Contractor's performance through the dates shown in the table

Table G-3 Contract Funding for Award Fee

Mod Number	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
At Award	$	$ 152,324.00	8/31/02
Mod 01		$ 271,890.00	9/30/02
Mod 05		$ 86,527.40	3/31/03
Mod 08	$		3/9/03
Mod 12		$ 35,003.00	3/15/03
Mod 14		$ 485,808.47	11/2/03
Mod 26	$		11/25/03
Mod 29		$ 233,170.13	12/4/03
Mod 30		$ 135,992.34	5/22/04
Mod 31	$		5/22/04
Mod 37	$		5/22/04
Mod 46	$		8/3/04
Mod 47		$ 444,000.00	8/12/04
Mod 49		$ 158,751.37	9/5/04
Mod 50	$		8/12/04
Mod 51	-	$ 63,239.14	9/28/04
Mod 52	-	$ 110,928 72	10/15/04
Mod 53		$ 392,021.96	12/31/04
Mod 54		$ 92,923.64	1/10/05
Mod 57	$		1/10/05
Mod 60		$ 63,921.68	2/26/05
Mod 63		$ 14,527.59	3/6/05
Mod 65	$		
Mod 66	$		
Mod 70	$		
Mod 71		$ 214,218.55	7/30/05
Mod 72	$		
Mod 73		$ 30,604.54	8/16/05
Mod 74	$		
Mod 76	$		
Mod 078		$ 92,807.48	8/16/05
Mod 082		$ 178,100 00	9/1/05
SUBTOTAL	$	$ 3,256,760.01	

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 082	$	$ 3,256,760.01	9/1/05
Mod 084		$ (198,821.00)	9/13/05
Mod 085		$ 192,015 00	10/19/05
Mod 086	$		
Mod 087		$ 30,825.40	10/21/05
Mod 089	$		
Mod 090		$ 321,735.73	1/27/06
Mod 092		$ 117,763.94	4/3/06
Mod 095		$ 260,077.29	5/6/06
Mod 097	$		
Mod 098		$ 124,126.95	7/18/06
Mod 101		$ 44,844.28	8/9/06
Mod 103	$		
Mod 108	$		
Mod 109		$ 395,417.79	7/12/06
Mod 112		$ (160,000 00)	8/9/06
Mod 113	$		
Mod 115	$		
Mod 117		$ 231,982.57	8/19/06
Mod 119	$		
Mod 121		$ 39,417.00	9/3/06
Mod 123		$ 21,501.37	9/13/06
Mod 124	$		
Mod 125		$ 68,990.33	9/28/06
Mod 126		$ 20,798.00	10/5/06
Mod 127		$ 8,000.00	10/8/06
Mod 128		$ 19,830.39	10/26/06
Mod 130	$		
Mod 131		$ 251,566.24	2/6/07
Mod 134	$		
Mod 135		$ 56,980.86	2/24/07
Mod 136		$ 135,000.00	4/11/07
Mod 137	$		
Mod 138		$ 48,281.00	4/29/07
Mod 139		$ 195,700.00	5/27/07
Mod 140	$		
Mod 144		$ 92,505.00	5/23/07
Mod 146	$		
SUBTOTAL	$	$ 5,575,298.15	

Mod 152	$ (19,552.50)		
Mod 154		$ 66,358.00	2/19/08
Mod 156		$ 24,227.00	4/1/08
Mod 158	$ 435.00		
Mod 161		$ 111,738.00	4/27/08
Mod 162		$ 13,968 00	
Mod 163	$ 181,185.00		
Mod 164		$ 16,395.00	
Mod 165		$ 28,265.00	
Mod 166	$ (18,248.50)		
Mod 170	$ 142,625.00		
Mod 171		$ 77,768.00	5/11/08
Mod 175		$ 252,766.00	6/6/08
Mod 178	$ 262,950.00	$ 354,559.00	9/29/08
Mod 179		$ 14,673.00	9/26/08
Mod 180	$ (1,660.00)		
Mod 181		$ 61,567.00	9/29/08
Mod 182	$ (18,358.85)		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761.73	12/30/08
Mod 186		$ 72,107.00	1/23/09
Mod 187	$ 1,590.00		
Mod 188		$ 11,789.00	1/27/09
Mod 189		$ 56,808.00	2/14/09
Mod 190		$ 15,372.00	2/19/09
Mod 191		$ 13,401.00	2/22/09
Mod 192	$ 15,703 00		
Mod 193		$ 54,141 80	3/12/09
Mod 194	$ (21,160.93)		
Mod 196		$ 250,512.38	5/29/09
Mod 197		$ 70,676.23	6/21/09
Mod 198		$ 1,492.51	6/21/09
Mod 201		$ 52,652.10	7/8/09
Cumulative Totals	**$ 12,548,497.41**	**$ 8,557,221.44**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

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

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE | FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)

X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
Pursuant to FAR 52.243-1 and FAR 52.232-2

D OTHER (Specify type of modification and authority)

E. IMPORTANT. Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office

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

The purpose of this modification is to make no-cost changes to the contract.

This modification make changes within Section B for CLIN restructuring and FFP price correction; Section H-13 Key Personnel changes; Section H-32 Clause addition NFS 1852.237-72, Access to Sensitive Information; Section I Clause addition FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

See Page 2.

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Ryan J. Philpot, Manager, Program Control		Janice M. Nieves	
CONTRACTOR/OFFEROR: Ryan J Philpot (Signature of person authorized to sign)	15C DATE SIGNED: 3-11-09	16B UNITED STATES OF AMERICA: Janice M Nieves (Signature of Contracting Officer)	16C DATE SIGNED: 3/11/09

The purpose of this modification is to make no-cost changes to the contract. This mod make changes within Section B for CLIN restructuring and FFP price correction; Section H-13 Key Personnel changes; Section H-32 Clause addition NFS 1852.237-72, Access to Sensitive Information; Section I Clause addition FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

A. CLIN 3008A (SOW 9.1) has been restructured from the parent CLIN 3008A to Sub-CLINS. The purpose of this restructuring is to allow each LSP Technical Monitor further management control over their allotted hours placed upon task orders. Base hours shall be expended in total for each Sub-CLIN prior to exercising options. Restructured Sub-CLINS are as shown below:

Current ELVIS 3008A CLIN Structure	SOW 9.1	SMA, LSSE, and Technical Integration Services
Revised ELVIS 3008A CLIN Structure	SOW 9 1	SMA, LSSE, and Technical Integration Services

SUB CLINs

Safety and Mission Assurance (SMA)	3008AA	
Launch Site Support Engineering (LSSE) - LSSE & LOM	3008AB	Launch Site Support Engineers & Launch Operation Manager
Technical Integration Services - ETI	3008AC	Engineering Technical Integrator
Technical Integration Services - MIC	3008AD	Mission Integration Coordinator

Page 21, 22 and Table B-3.1 have been changed accordingly.

B. Page 22, CLIN 3008CB (SOW 9.3), Firm Fixed-Price for FY 2009 has been corrected from $892.86 to $892.96. The amount of $892.96 was negotiated and awarded at contract. This change corrects a typo discovered this FY 2009.

C. Page 51, Section H-13 has been updated to reflect key personnel changes. Mr. Mike Neal has been replaced by Mr. Ryan Philpot, Program Management and Administration Area Manager. Mr. Darrow Webb has been replaced by Mr. Tracy Evans, Mission Support Area Manager. Mr. Larry Ellis has been replaced by Mr. Norm White, Vehicle Engineering and Analysis Area Manager. Mr. Kevin Bogle, Mission Integration Area Manager, has been added. Mr. Charles W. Floyd, and Mr. Larry W. Stalter remain as key personnel.

D. Page 57.1, Section H-32, NFS 1852.237-72 Access to Sensitive Information, as prescribed in NFS 1837.203-72(a), has been added in full text.

E. Page 57.1, IN Section I, has changed to page 58. Page 58 has changed to page 58.1. FAR Clause 52.203-13, Contractor Code of Business Ethics and Conduct, as prescribed in FAR 3.1004 (a), has been added.

F. Remove pages 21, 22, 51, 57.1, and 58; replace with revised pages 21, 21.1, 22, 51, 57.1, 58, 58.1.

G. All other terms and conditions of the contract remain unchanged.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL AMOUNT ($)
3008	**Mission Direct Support Services** The Contractor shall accept task orders issued only by the contracting officer. The Contractor shall provide the services as ordered to accomplish the following			
3008A	**Additional Support for Safety and Mission Assurance, Launch Site Support Engineering, and Technical Integration Services, in accordance with SOW 9.1**	**As Ordered**	**Hr**	**See Table B-3.1**
3008AA	Additional Support for Safety and Mission Assurance in accordance with SOW 9.1	As Ordered	Hr	See Table B-3.1
3008AB	Additional Support for Launch Site Support Engineering (LSSE) in accordance with SOW 9.1. Launch Site Support Engineer (LSSE) & Launch Operation Manager (LOM)	As Ordered	Hr	See Table B-3.1
3008AC	Additional Support for Technical Integration Services in accordance with SOW 9.1. Engineering Technical Integrator (ETI)	As Ordered	Hr	See Table B-3.1
3008AD	Additional Support for Technical Integration Services in accordance with SOW 9.1. Mission Integration Coordinator (MIC)	As Ordered	Hr	See Table B-3.1
3008B	**Additional Support for VAFB Operations, Troubleshooting and Repair in accordance with SOW 9.2**			
3008BA	Scheduled support for VAFB Operations, Troubleshooting and Repair in accordance with SOW 9.2	As Ordered	Hr	See Table B-3.1
3008BB	Call-out support for VAFB Operations, Troubleshooting and Repair in accordance with SOW 9.2	As Ordered	Hr	See Table B-3.1

3008C	**Full Support for Communications and Telemetry Outside of Core Work Shift in accordance with SOW 9.3**			
3008CA	KSC Hourly Support for Communications and Telemetry Outside of Core Work Shift	As Ordered	Hr	See Table B-3.1
3008CB	VAFB Hourly Support for Communications and Telemetry Outside of Core Work Shift	As Ordered	Hr	See Table B-3.1
3008D	**Reduced Support for Communications and Telemetry Outside of Core Work Shift in accordance with SOW 9.4.**			
3008DA	KSC Reduced Support for Communications and Telemetry Outside of Core Work Shift	As Ordered	Hr	See Table B-3.1
3008DB	VAFB Reduced Support for Communications and Telemetry Outside of Core Work Shift	As Ordered	Hr	See Table B-3.1
3008E	**On-Call Troubleshooting and Repair Support in accordance with SOW 9.5.**			
3008EA	On-Call Troubleshooting and Repair Support in accordance with SOW 9.5 – Communication Technician at KSC.	As Ordered	Hr	Set Table B-3.1
3008EB	On-Call Troubleshooting and Repair Support in accordance with SOW 9.5 –Communication Technician at VAFB.	As Ordered	Hr	See Table B-3.1
3008EC	On-Call Troubleshooting and Repair Support in accordance with SOW 9.5 –Manager at VAFB.	As Ordered	Hr	See Table B-3.1
3008F	**Guard Services at VAFB in accordance with SOW 9.6**	**As Ordered**	**24 hrs**	**See Table B-3.2**
3008G	**Access Control Monitors (ACM) at VAFB in accordance with SOW 9.7**	**As Ordered**	**24 hrs**	**See Table B-3.3**

Upon identification of a task(s) by the Contracting Officer, a request to the Contractor for estimated number of hours/units required to complete the identified task(s), and subsequent negotiation of agreed to hours/units, the Government may issue task orders utilizing the Contractor's fully burdened, fixed-price rates shown in Table B-3.1 to B-3.3. The price in each year includes all direct costs (including shift differentials as applicable), applicable indirect costs and anticipated profit.

Table B-3.1 HOURLY LABOR RATES

HOURLY LABOR RATES (Composite Skills Mix and Burdened)	**FIRM FIXED-PRICE ($) IN FISCAL YEAR ORDERED**		
	2009	**2010**	**2011**
CLIN 3008AA (SOW 9.1)	$ 87.45	$ 89.16	$ 90.91
CLIN 3008AB (SOW 9.1)	$ 87.45	$ 89.16	$ 90.91
CLIN 3008AC (SOW 9.1)	$ 87.45	$ 89.16	$ 90.91
CLIN 3008AD (SOW 9.1)	$ 87.45	$ 89.16	$ 90.91
CLIN 3008BA (SOW 9.2)	**$ 80.72**	**$ 84.31**	**$ 88.01**
CLIN 3008BB (SOW 9.2)	**$ 97.16**	**$ 99.07**	**$ 106.95**
CLIN 3008CA (SOW 9.3)	**$ 1,104.56**	**$ 1,126.21**	**$ 1,148.36**
CLIN 3008CB (SOW 9.3)	$ 892.96	**$ 910.47**	**$ 928.37**
CLIN 3008DA (SOW 9.4)	**$ 225.80**	**$ 230.23**	**$ 234.76**
CLIN 3008DB (SOW 9.4)	**$ 239.39**	**$ 244.09**	**$ 248.89**
CLIN 3008EA (SOW 9.5)	**$ 57.00**	**$ 58.12**	**$ 59.26**
CLIN 3008EB (SOW 9.5)	**$ 53.41**	**$ 54.56**	**$ 55.53**
CLIN 3008EC (SOW 9.5)	**$ 66.40**	**$ 68.31**	**$ 70.24**

hazardous, with NASA as the final authority. Before hazardous operations commence, the contractor shall submit for NASA concurrence.

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H-13 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Charles W. Floyd
Ryan Philpot
Norm White
Tracy Evans
Larry W. Stalter
Kevin Bogle

(End of Clause)

H-14 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUGUST 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall

H-32 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

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

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

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

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

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

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

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f) , suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of Clause)

[End of Section]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITIOIN REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.202-1	OCT 1995	DEFINITIONS (ALTERNATE I) (APR 1984)
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS

52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL [As Implemented By the Enclosure to NASA Procurement Circular 06-01, dated 01/18/06]
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT Insert (30th) in Paragraph (a)(3)
52.216-11	APR 1984	COST CONTRACT – NO FEE (APPLIES TO CLINS 1009, 2009, 3009, 1010, 2010, 3010, 1013, 2013, 3013, 1014, 2014, 3014, 2015, 3015, 2016, and 3016)
52.216-22	OCT 1995	INDEFINITE QUANTITY (APPLIES TO CLINS 1008A thru 1008J, 2008A thru 2008J, 3008A thru 3008J, and 1012, 2012, and 3012)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT Insert "within the last 6 months of performance" and "at least 60 days," respectively, in paragraph (a). Insert "(9 years, 6 months)" in paragraph (c).
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 6

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
203	See Block 16C	See Schedule	ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	
	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Pursuant to FAR 52.243-2
	D OTHER (Specify type of modification and authority)

E IMPORTANT Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office

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

The purpose of this modification is to incorporate IT Security Phase V requirements for compliance with NASA Procedural Requirements (NPR) 2810.1A. The requirements fall under Statement of Work (SOW) Section 10.5, Information Technology (IT) Support. Period of Performance March 2009 through September 2009. Total Negotiated Estimated Cost for Phase V effort is $73,542.00.

LIST OF CHANGES:
Total Amount for this Modification: $73,542.00
New Total Amount for this Award: $261,885,140.36

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ryan J. Philpot, Manager, Program Control	Janice M. Nieves

15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
Ryan J. Philpot (Signature of person authorized to sign)	3-25-09	Janice M. Nieves (Signature of Contracting Officer)	3/25/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

Item No. 14 (Continued)

The purpose of this modification is to incorporate IT Security Phase V requirements for compliance with NASA Procedural Requirements (NPR) 2810.1A. The requirements fall under Statement of Work (SOW) Section 10.5, Information Technology (IT) Support. Period of Performance March 2009 through September 2009. Total Negotiated Estimated Cost for Phase V effort is $73,542.00.

A. Page 25, Section B, Article 3.4 Vehicle Engineering and Analysis (CPAF), CLIN 3011, Vehicle Engineering and Analysis in accordance with SOW 10.0 (Cost-Plus-Award-Fee), is revised to increase the "Total Estimated Cost" from $45,091,851.00 to $45,161,230.00, as a result of the increase of $69,379.00 reflected in the following table.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	TOTAL ESTIMATED COST	AWARD FEE
3011	Vehicle Engineering and Analysis in accordance with SOW 10.0 (Cost-Plus-Award-Fee)	$69,379 00	(See Provision B-3)

B. Page 25.1 Section B, Table 3.4, Total Estimated Cost by FY and Award Fee Period, is revised to increase "Total Estimated Cost" and "Maximum Award Fee" in the 14th and 15th Period, and to revise the "Total Option 2 Period," with increases as reflected in the following table. Dollar amounts have been rounded.

Table 3.4 Total Estimated Cost by FY and Award Fee Period

Award Fee Period	Start	End	Total Estimated Cost	Maximum Award Fee	Total Amount
14th Period	10/01/08	03/31/09	$7,915.00	$475 00	$8,390.00
15th Period	04/01/09	09/30/09	$61,464.00	$3,688.00	$65,152.00
	FY 09 Total		$69,379.00	$4,163.00	$73,542.00
16th Period	10/01/09	03/31/10	N/C	N/C	$0.00
17th Period	04/01/10	09/30/10	N/C	N/C	$0 00
	FY 10 Total		$0.00	$0.00	$0.00
18th Period	10/01/10	03/31/11	N/C	N/C	$0.00
19th Period	04/01/11	04/30/11	N/C	N/C	$0.00
	FY 11 Total		$0.00	$0.00	$0.00
	Total Option Period		$69,379.00	$4,163.00	$73,542.00

As a result of these adjustments, the following changes occurred.

Section B, Table 3.4 Total Estimated Cost by FY and Award Fee Period

	FROM	CHANGE	TO
Total Estimated Cost			
14th Period	$ 7,441,355 50	$ 7,915 00	$ 7,449,270 50
15th Period	$ 7,254,028 50	$ 61,464 00	$ 7,315,492 50
FY09 Total	$ 14,695,384 00	$ 69,379 00	$ 14,764,763 00
16th Period	$ 7,540,944 50	$ -	$ 7,540,944 50
17th Period	$ 7,512,385 50	$ -	$ 7,512,385 50
FY10 Total	$ 15,053,330 00	$ -	$ 15,053,330 00
18th Period	$ 7,677,443.50	$ -	$ 7,677,443 50
19th Period	$ 7,665,693 50	$ -	$ 7,665,693 50
FY11 Total	$ 15,343,137 00	$ -	$ 15,343,137 00
Total Estimated Cost Option 2	$ 45,091,851 00	$ 69,379.00	$ 45,161,230 00
Maximum Award Fee			
14th Period	$ 446,482 00	$ 475 00	$ 446,957 00
15th Period	$ 435,242 00	$ 3,688 00	$ 438,930 00
FY09 Total	$ 881,724 00	$ 4,163 00	$ 885,887 00
16th Period	$ 452,456 50	$ -	$ 452,456 50
17th Period	$ 450,743 50	$ -	$ 450,743 50
FY10 Total	$ 903,200 00	$ -	$ 903,200 00
18th Period	$ 460,645 50	$ -	$ 460,645 50
19th Period	$ 459,941 50	$ -	$ 459,941 50
FY11 Total	$ 920,587 00	$ -	$ 920,587 00
Total Maimum Award Fee Option 2	$ 2,705,511.00	$ 4,163.00	$ 2,709,674 00
Total Amount			
14th Period	$ 7,887,837.50	$ 8,390 00	$ 7,896,227 50
15th Period	$ 7,689,270 50	$ 65,152 00	$ 7,754,422 50
FY09 Total	$ 15,577,108 00	$ 73,542 00	$ 15,650,650 00
16th Period	$ 7,993,401 00	$ -	$ 7,993,401 00
17th Period	$ 7,963,129 00	$ -	$ 7,963,129 00
FY10 Total	$ 15,956,530 00	$ -	$ 15,956,530 00
18th Period	$ 8,138,089 00	$ -	$ 8,138,089 00
19th Period	$ 8,125,635 00	$ -	$ 8,125,635 00
FY11 Total	$ 16,263,724 00	$ -	$ 16,263,724 00
Total Change Option 2	$ 47,797,362 00	$ 73,542 00	$ 47,870,904.00

C Page 26.3 Section B, Table B-3.5, Summary Option Period 2 (FY 2009 thru FY 2011), is revised to reflect an increase to CLIN 3011, "Estimated Cost – SOW 10.0" from $45,091,851.00 to $45,161,230.00 and an increase to CLIN 3011, "Maximum Available Award Fee: SOW 10.0" from $2,705,511.00 to $2,709,764.00. These changes result in an increase to "Total Estimated Contract Value" from $90,258,904.00 to $90,332,446.00 as reflected in the following table.

Table B-3.5 Summary Option Period 2 (FY 3009 thru FY 3011)

FIXED-PRICE OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	N/C
MAXIMUM AVAILABLE AWARD FEE OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	N/C
FIXED-PRICE S&MA	CLIN 3003	N/C
MAXIMUM AVAILABLE AWARD FEE S&MA	CLIN 3003	N/C
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	N/C
CAP AND TRAVEL	CLINS 3009 &3010	N/C
ESTIMATED COST – SOW 10.0	CLIN 3011	**$45,161,230.00**
MAXIMUM AVAILABLE AWARD FEE SOW 10.0	CLIN 3011	**$2,709,764.00**
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	N/C
MAINTENANCE AND REPAIR C&T	CLIN 3013	N/C
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	N/C
IT CAP	CLIN 3015	N/C
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3014	**$90,332,446.00**

D. Page 27, Section B, Table B-3a, Available and Earned Fee (from Period 7 and thereafter), is revised to reflect the 14th through 15th Periods increases in the following table. The Overall Max Available Award Fee changes in Period 14 from $689,981.88 to $ $690,456.88, in Period 15 from $678,761.76 to $ $682,449.76.

Table B-3a Available and Earned Fee (from Period 7 and thereafter)

Period	Evaluation Period	Overall Max Available Award Fee	S&MA Max Available Award Fee	Overall Rating	Overall Score	Overall Earned Fee	S&MA Rating	S&MA Score	S&MA Earned Fee	Mod No.
OPTION 1										
8	10/01/05-03/31/06	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
9	04/01/06-09/30/06	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
10	10/01/06-03/31/07	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
11	04/01/07-09/30/07	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
12	10/01/07-03/31/08	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
13	04/01/8-09/30/08	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
OPTION 2										
14	10/01/08-03/31/08	$ 475 00	N/C	TBD	TBD	TBD	TBD	TBD	TBD	TBD
15	04/01/09-09/30/09	$ 3,688 00	N/C	TBD	TBD	TBD	TBD	TBD	TBD	TBD
16	10/01/09-03/31/10	N/C	N/C	TBD	TBD	TBD	TBD	TBD	TBD	TBD
17	04/01/10-09/30/10	N/C	N/C	TBD	TBD	TBD	TBD	TBD	TBD	TBD
18	10/01/10-03/31/11	N/C	N/C	TBD	TBD	TBD	TBD	TBD	TBD	TBD
19	04/01/11-09/30/11	N/C	N/C	TBD	TBD	TBD	TBD	TBD	TBD	TBD

E. Page 41.3, Section G, Paragraph G-12, Table G-2, Contract Funding for Cost-Reimbursable, is revised to reflect the increase of $69,379.00 to "Increase to Cost Reimbursable Contract Value," which also revises the "Cumulative Totals" from $147,498,875.00 to $147,568,254.00.

F. Page 41.6, Section G, Paragraph G-13, Table G-3, Contract Funding for Award Fee, is revised to reflect the increase of $4,163.00 to "Maximum Available Award Fee," which also revises the "Cumulative Totals" from $12,548,497.41 to $12,552,660.41.

G. Attachment J-1, Statement of Work, Sections 10.5.1, 10.5.2, 10.5.3, and 10.5.5 are modified to reflect IT Security Phase V requirement changes. Change bars indicate the updated paragraphs.

H. Reopener Clause for Subcontractor FY 2009 Rates: A downward reopener clause is applicable to all indirect rates for all indirect rates proposed (Base and Pools) by the subcontractor for this effort for FY2009 and is subject to a one-time adjustment after conclusion of a Defense Contract Audit Agency (DCAA) audit.

I. Remove Section B, pages 25, 25.1, 26.3, and 27; Section G, pages 41.3, and 41.6; Attachment J-1, pages 138, 139, 139.1, and 140. Replace these pages with the attached revised Section B, pages attached.

J. All other terms and conditions of the contract remain unchanged.

K. Contractor's Statement of Release:

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's final proposal to provide an equitable adjustment for costs and fee associated with additional IT Security Phase V requirements for compliance with NASA Procedural Requirements (NPR) 2810.1A under Statement of Work (SOW) 10.5 Information Technology (IT) Support, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.

3009	Contractor Acquired Property (CAP) The Contractor shall provide CAP, defined in NFS 1845 502-70, in accordance with the requirements of the SOW			*See Note 1*
3009A	CAP (FY09)	12	MO	$ 1,409,866 (NTE)
3009B	CAP (FY10)	12	MO	$ 1457,788 (NTE)
3009C	CAP (FY11)	12	MO	$ 1,507,233 (NTE)
3010	Travel and Per Diem The Contractor shall perform travel as required in accordance with the requirements set forth in the SOW.			*See Note 2*
3010A	Travel (FY09)	12	MO	$ 226,577 (NTE)
3010B	Travel (FY10)	12	MO	$ 233,292 (NTE)
3010C	Travel (FY11)	12	MO	$ 240,223 (NTE)

NOTE 1: Cost Basis (Non-Fee-Bearing) Contractor Acquired Property (CAP).

The Not-To-Exceed (NTE) amount is the ceiling for the cost-reimbursable line items. Contractor Acquired Property will be reimbursed for incurred costs on a non-fee bearing basis. All Contractor - acquired property must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary

During contract performance the Contractor is required to procure items for which the nature and quantity would not be expected to include in fixed price requirements (SOW 3 0 - 8.0) Only specific categories of items will be allowable to be acquired under this CLIN These types of items include NASA customer transient office supplies, all expendable, consumable supplies and materials, (e.g., magnetic tapes, strip charts, clean room garments, components and piece parts, etc.), all mobile and lift equipment, shop and calibration equipment, communications equipment, and maintenance equipment.

NOTE 2: Travel and Per Diem

Pursuant to Title 11, Section 21 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (PL 99-234), reimbursement for travel associated with fixed price effort shall be in accordance with the provisions of FAR 31 205-46

3.4 Vehicle Engineering and Analysis (CPAF)

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	TOTAL ESTIMATED COST	AWARD FEE
3011	Vehicle Engineering and Analysis in accordance with SOW 10.0 (Cost-Plus-Award-Fee)	$45,161,230.00	(See Provision B-3)

For purposed of award fee evaluation, the total estimated cost by award fee period is as follows

Table 3.4 Total Estimated Cost by FY and Award Fee Period

Award Fee Period	Start	End	Total Estimated Cost	Withholding Award Fee	Total Amount
14th Period	10/01/08	03/31/09	$7,449,270.50		
15th Period	04/01/09	09/30/09	$7,315,492.50		
	FY 09 Total		$14,764,763.00		
16th Period	10/01/09	03/31/10	$7,540,944.50		
17th Period	04/01/10	09/30/10	$7,512,385.50		
	FY 10 Total		$15,053,330.00		
18th Period	10/01/10	03/31/11	$7,677,443.50		
19th Period	04/01/11	04/30/11	$7,665,693.50		
	FY 11 Total		$15,343,137.00		
	Total Option 2 Period		$45,161,230.00		

Facility Upgrade/Modification/Repair, Design and Construction. (Fixed-price, Indefinite-delivery, Indefinite-quantity)

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	Total Estimated Amount
3012	Facility Upgrade/Modification/Repair, Design and Construction in accordance with SOW 11.	As Ordered	JOB	STBD*

[illegible]

[illegible]

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$	[illegible]
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$	
FIXED PRICE: S&MA	CLIN 3003	$	7,305,549.96
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 3003	$	
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008		
CAP AND TRAVEL	CLINS 3009 & 3010	$	5,074,979.00
[illegible]	[illegible]		[illegible]
[illegible]	[illegible]		
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012		
MAINTENANCE AND REPAIR C&T	CLIN 3013	$	525,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$	105,000.00
IT CAP	CLIN 3015	$	295,000.00
IT CAP-MAL	CLIN 3016	$	2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016		

B-2 FIRM FIXED PRICE (NFS 1854.216-78) (DEC 1983) (CLIN 0001)

The total firm fixed price for CLIN 0001 of this contract is $ 00.00 .

(End of Clause)

B-3 AWARD FEE

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount on the basis of performance during the evaluation periods

(b) The amount of award fee earned by the contractor under fixed price CLINs 1002-1007, 2002-2007, 3002-3007 and cost-plus CLINs 1011, 2011 and 3011 shall be determined in accordance with the Performance Evaluation Plan, Section J Attachment J-6.

(c) The maximum available award fee, excluding base fee, if any, is reflected in Tables B-3 and B-3a below. A portion of the total available award fee (both fixed price and cost-plus) in the schedule is allocated to each evaluation period. This allocation is in equal distributions of fee among the periods.

[illegible] tables below.

Table B-3 Available and Earned Fee (through Period 6)

Period	Evaluation Period	Maximum Available Fee	Earned Fee	Score	Rating	Mod No.
1	07/01/02 – 09/30/02					03
2	10/01/02 – 03/31/03					16
3	04/01/03 – 09/30/03					31
4	10/01/03 – 03/31/04					50
5	04/01/04 – 09/30/04					61
6	10/01/04 – 03/31/05					86

Table B-3a Available and Earned Fee (from Period 7 and thereafter)

Period	Evaluation Period	Overall Max Available Award Fee	S&MA Max Available Award Fee	Overall Rating	Overall Score	Overall Earned Fee	S&MA Rating	S&MA Score	S&MA Earned Fee	Mod No.
7	04/01/05-09/30/05									103
OPTION 1										
8	10/01/05-03/31/06	$								124
9	04/01/06-09/30/06	$								137
10	10/01/06-03/31/07	$								152
11	04/01/07-09/30/07	$								166
12	10/01/07-03/31/08	$								182
13	04/01/8-09/30/08	$								194
OPTION 2										
[illegible]	[illegible]	[illegible]		TBD	TBD	TBD	TBD	TBD	TBD	
[illegible]	[illegible]			TBD	TBD	TBD	TBD	TBD	TBD	
16	10/01/09-03/31/10			TBD	TBD	TBD	TBD	TBD	TBD	
17	04/01/10-09/30/10			TBD	TBD	TBD	TBD	TBD	TBD	
18	10/01/10-03/31/11	$		TBD	TBD	TBD	TBD	TBD	TBD	
19	04/01/11-09/30/11	$		TBD	TBD	TBD	TBD	TBD	TBD	

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,875.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
[illegible]	[illegible]		
[illegible]	[illegible]	$ 101,528,146.15	

(End of Clause)

Mod 152	$ (19,532.50)		
Mod 154		$ 66,338.00	2/19/08
Mod 156		$ 24,227.00	4/1/08
Mod 158	$ 435.00		
Mod 161		$ 111,738.00	4/27/08
Mod 162		$ 13,963.00	
Mod 163	$ 181,185.00		
Mod 164		$ 16,395.00	
Mod 165		$ 28,265.00	
Mod 166	$ (18,248.50)		
Mod 170	$ 142,625.00		
Mod 171		$ 77,768.00	5/11/08
Mod 175		$ 252,766.00	6/6/08
Mod 178	$ 262,950.00	$ 354,559.00	9/29/08
Mod 179		$ 14,673.00	9/26/08
Mod 180	$ (1,660.00)		
Mod 181.		$ 61,567.00	9/29/08
Mod 182	$ (18,358.85)		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761.73	12/30/08
Mod 186		$ 72,107.00	1/23/09
Mod 187	$ 1,590.00		
Mod 188		$ 11,789.00	1/27/09
Mod 189		$ 56,808.00	2/14/09
Mod 190		$ 15,372.00	2/19/09
Mod 191		$ 13,401.00	2/22/09
Mod 192	$ 15,703.00		
Mod 193		$ 54,141.80	3/12/09
Mod 194	$ (21,160.93)		
Mod 196		$ 250,512.38	5/29/09
Mod 197		$ 70,676.23	6/21/09
Mod 198		$ 1,492.51	6/21/09
Mod 201		$ 52,652.10	7/8/09
Mod 203	$ 1,163.00		
Cumulative Totals	$ 12,552,660.41	$ 8,557,221.44	

(End of Clause)

[END OF SECTION]

Performance Standards

The response time between the initial request for assistance concerning issues related to NRResources and the receipt by the requestor of the contractor's initial analysis report shall be no greater than two (2) working days.

The first run by each of the Government stakeholders of the acceptance test procedure for new engineering products and modified NRResources shall result in no application functionality discrepancies.

10.5.1 Administrative Workstation Desktop Services

The contractor shall provide computer desktop support for ELVIS Supported Administrative Desktops (ESDesktops) as specified below and in line item 1.0 of Attachment J-12.

The contractor shall provide support for ODIN workstations at VAFB Resident Office as allowed by the ODIN-ELVIS VAFB Support Agreement dated June 25, 2003.

The contractor shall integrate, deploy, and maintain ESDesktops according to NASA-STD-2804 (latest revision) and NASA-STD-2805 (latest revision). The contractor shall install NASA provided software requested by the users of NASA Required Desktops (NRDesktops) if the software is recommended by the latest revision of NASA-STD-2804. The contractor shall install NASA provided software requested by the users of NRDesktops when the software is not recommended by the latest revision of NASA-STD-2804 only if the software does not cause the workstation to become unstable. The contractor shall return an NRDesktop to its previous condition when installation of NASA provided software that is not recommended by the latest revision of NASA-STD-2804 causes the computer to become unstable.

The contractor shall ensure that ESDesktops comply with NASA naming conventions at the deployment of each new device, at the software reload of existing devices, or at the hardware life cycle replacement of existing devices.

The contractor shall maintain NASA provided printers of each NASA provided desktop administrative workstation for NRDesktops.

10.5.2 Custom Desktop Software Tools

The contractor shall operate and maintain ELVIS Supported Desktop Software Tools (ESSoftware) as specified in line item 2.0 of Attachment J-12. The contractor shall manage user accounts for NASA Required Software (NRSoftware).

The contractor shall modify or create a user identification table for each ESSoftware that documents the Universal Uniform Personal Identification Code (UUPIC) for each user identifier no later than 120 days after incorporation of this requirement into this SOW. The contractor shall maintain the said user identification table. The contractor shall deliver a project plan for implementing two factor authentication for each ESSoftware, in accordance with DRD-36.

10.5.3 Networks

The contractor shall operate and maintain ELVIS Supported Networks (ESNetworks) as specified below and as identified by line item 3.0 of Attachment J-12.

The contractor shall maintain an adequate inventory of network equipment spares for NASA Required Networks (NRNetworks) to meet the Performance Standard. The inventory levels shall be defined in the ELVIS Six-Year IT Buy Plan.

The contractor shall update the NASA and KSC centralized databases for all devices with Internet Protocol (IP) addresses for ELVIS Supported Networks (ESNetworks), as specified by the LSP Organizational Computer Security Official (OCSO). The contractor shall use static IP addresses, rather than Dynamic Host Configuration Protocol (DHCP), for the networked ESResources, except where explicitly authorized by the NASA Information System Owner. The contractor shall ensure that the NASA official Domain Name Service (DNS) is updated for all devices with static IP addresses for ESNetworks.

The contractor shall support the migration from the LSP Organizational Unit (OU) of the KSC Domain to the KSELV OU of the NDC Domain / NAF Forest for ESDesktops and ESServers. The contractor's responsibilities for the migration support shall include creating user groups, creating computer groups, submitting to NASA group policy objects, coordinating the computer migration schedule, and verifying a 10% sample of workstations after these computers have been migrated. The NCAD Project will perform the actual migration of all accounts and computers. The NCAD Project will migrate each workstation and related user account as a simaltaneous event.

Migration Test Plan: The contractor shall deliver a migration test plan to NASA no later than March 10, 2009. The plan shall include test details for the user account, application and computer migration. The migration test details will ensure that full functionality is maintained.

The contractor shall implement the user migration test plan. The phased migration testing shall begin no earlier than April 10, 2009 and will extend until June 4, 2009.

Migration Support: In compliance with the NASA Consolidated Active Directory (NCAD) Project Schedule, the contractor shall support the planned phased migration implementation. The NDC Domain user accounts and computer accounts will all retain their Security Identification (SID) history from the KSC Domain accounts after each account is migrated. The NDC Domain service accounts will not retain any SID history. The NCAD Project will provide the contractor with specific migration dates for each computer, and is expected to begin no earlier than May 4, 2009 and extend for a period of 20 weeks (including holidays and weekends). The contractor shall coordinate with the NCAD Project throughout the migration implementation.

Post-Migration: The contractor shall utilize Agency naming conventions for user groups, computer groups and group policy objects. The contractor shall verfiy that full functionality is maintained.

The contractor shall coordinate with other networking organizations that interconnect with NRNetworks to ensure the required quality of service. The contractor shall coordinate KSC boundary firewall modifications with the KSC contractor that manages the boundary firewalls.

In accordance with DRD-33, the contractor shall deliver an ELVIS Six-Year IT Buy Plan annually that includes a life-cycle plan of existing hardware, software, and maintenance agreements for ESNetworks. The contractor shall procure NASA-STD-2804 (latest revision) and NASA-STD-2805 (latest revision) compliant hardware, software, and maintenance agreements in accordance with the NASA approved ELVIS Six-Year IT Buy Plan for ESNetworks.

The contractor shall procure items for the effort in this section by utilizing the appropriate CLIN in the contract.

10.5.4 File Sharing Services

The contractor shall also provide file sharing services for ELVIS Supported File Sharing Resources (ESFiles) as specified below and as identified by line item 4.0 of Attachment J-12.

Upon request, the contractor shall provide assistance to LSP personnel in secure file transfers between external entities and NASA IT resources. The contractor shall ensure that ESFiles are accessible from all NASA-STD-2804 compliant versions of Microsoft Windows and Apple Macintosh operating systems.

The contractor shall ensure that the data owners have visibility and control over the access control lists for each of their folders for ESFiles. The data owner is determined by the properties of the data object. The contractor shall alter permissions to a folder only after concurrence is received from the data owner for ESFiles. The contractor shall ensure that contractor personnel do not use NRFiles as work-related personal file storage.

The contractor shall notify NASA within 5 working days when the percentage of free space available on each NRFiles device is less than 20 percent.

10.5.5 Server Administration and Maintenance

The contractor shall operate and maintain servers for ELVIS Supported Servers (ESServers) as specified below and as identified by line item 5.0 of Attachment J-12. Maintenance of servers will include repairs and, with concurrence of the cognizant technical representative, replacement of defective or inoperable hardware, as appropriate.

The contractor shall manage KSELV OU user group objects and computer group objects for NASA Required Servers (NRServers). The contractor shall create and delete KSELV OU group objects as directed by the TICCB. The contractor shall ensure that the group names for ESServers comply with the NASA naming conventions. The contractor shall submit proposed changes to Group Policy Objects to the TICCB for approval. The contractor shall install and upgrade NASA-STD-2804 (latest revision) compliant Commercial-Off-The-Shelf (COTS) and Government-Off-The-Shelf (GOTS) software on the NRServers as available and as required by NASA.

The contractor shall ensure that ESServers comply with NASA naming conventions after the deployment of each new device, after the hardware life cycle replacement of existing devices, and after other events that require hostname changes.

In accordance with DRD-33, the contractor shall deliver an ELVIS Six-Year IT Buy Plan annually that includes a life-cycle plan of existing hardware, software, and maintenance agreements for ESServers. The contractor shall procure NASA-STD-2804 (latest revision) and NASA-STD-2805 (latest revision) compliant hardware, software, and maintenance agreements in accordance with the NASA approved ELVIS Six-Year IT Buy Plan for ESServers.

The contractor shall procure items for the effort in this section by utilizing the appropriate CLIN in the contract.

above inventories at least every 6 months. The contractor shall obtain LSP OCSO approval prior to making significant hardware or software configuration changes as defined by ITS-SOP-0014, Procedures for Approving Changes to NASA's Information Technology Baseline. The contractor shall implement the NASA provided patch management tool on networked IT devices, or provide appropriate justification to the LSP OCSO for approval. The contractor shall implement the NASA provided standard operating system benchmark templates or provide appropriate justification to the LSP OCSO for approval.

The contractor shall respond to security incidents according to LSP-P-433.01, LSP IT Security Incident Response Process; NPR 2810.1A (reference §§ 17.2.3 and 17.2.4); and the IT security planning documentation referenced in Attachment J-13 for theESResources. The contractor shall comply with the IT awareness and training requirements specified by NPR 2810.1A (reference § 18.2.1 and § 18.2.2) and by the IT security planning documentation referenced in Attachment J-13. The contractor shall fully cooperate with NASA IT security reviews and investigations of suspected non-compliance with all security controls specified in the LSP IS IT Security Plan and of computer crimes involving ESResources containing NASA information, or contractor corporate systems connected to NASA systems or containing NASA information.

10.5.8.5 Technical Controls

The contractor shall implement and maintain technical controls for ESResources according to the IT security planning documentation specified in Attachment J-13 and as specified below.

The contractor shall install and integrate NASA provided card readers and device drivers with operating systems of the ESDesktops and ESServers in accordance with 2810.1A as directed by the LSP OCSO, but no earlier than January 1, 2009. The contractor shall integrate and implement ESResources with the NASA Account Management System (NAMS) no later than September 30, 2008, as specified by NPR 2810.1A (reference § 19.2.2). The contractor shall support the account management processes in accordance with NPR 2810.1A (reference Chapter 19).

The contractor shall ensure that authorized users of ESResources are provided authorized logical access in accordance with NPR 2810.1A (reference § 20.2). The contractor shall provide independent auditing of ESResources according to NPR 2810.1A (reference § 21.2). The contractor shall limit personnel (including system administrators) read access to files that contain employee's passwords such that read access is only granted when explicitly authorized by the NASA Information System Owner. The contractor shall remove data and licensed software from ESResources in accordance with KDP-KSC-P-1836, Removing Data and Licensed Software From Information Technology (IT) Storage Devices.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 204

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200287144

5. PROJECT NO. (If applicable) ELVIS

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B. DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $6,958,488.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Pursuant to FAR 52.232-22, NFS 1852-77 and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract.

Obligated Amount for this Modification: $6,958,488.00
New Total Obligated Amount for this Award: $198,932,830.18
Incremental Funded through 10/8/09.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Jacklyn L. Norman

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

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

16C. DATE SIGNED 3/26/09

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $6,958,488.00
New Total Obligated Amount for this Award: $198,932,830.18
Incrementally Funded through October 8, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $81,888,878.59 to $84,492,053.95, an increase of $2,603,170.36. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $101,528,146.15 to $105,598,861.63, an increase of $4,070,715.48. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $8,557,312.44 to $8,841,914.60, an increase of $284,602.16. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $191,974,342.18 to $198,932,830.18, an increase of $6,958,488.00.

E. All funding is adequate through October 8, 2009.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.6; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.6.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of $84,492,053.95 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$ 78,124,194.00	$ 1,387,584.00	8/31/02
TO9400	$ 143,942.00	$ 143,942.00	9/30/02
TO9700	$ 13,181.31	$ 13,181.31	9/30/02
TO1001	$ 2,793.42		
TO1002	$ 5,830.40		
TO9800	$ 50,141.83	$ 50,141.83	
TO1003	$ 10,037.94		
TO 1004	$ 8,745.60		
Subtotal	$78,358,866.50	$50,141.83	

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235.90	$ 60,118,536.21	5/17/08
Mod 169		$ 931,630.00	4/16/08
Mod 170	$ 112,932.00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907.00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406.48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,449.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Mod 201		$ 2,603,170.36	10/8/09
Cumulative Total	**$ 101,764,175.95**	$ 84,492,053.95	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,875.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
SUBTOTAL	$ 147,568,254.00	$ 105,598,861.63	

(End of Clause)

Mod 152	$ (19,552.50)		
Mod 154		$ 66,358.00	2/19/08
Mod 156		$ 24,227.00	4/1/08
Mod 158	$ 435.00		
Mod 161		$ 111,738.00	4/27/08
Mod 162		$ 13,968.00	
Mod 163	$ 181,185.00		
Mod 164		$ 16,395.00	
Mod 165		$ 28,265.00	
Mod 166	$ (18,248.50)		
Mod 170	$ 142,625.00		
Mod 171		$ 77,768.00	5/11/08
Mod 175		$ 252,766.00	6/6/08
Mod 178	$ 262,950.00	$ 354,559.00	9/29/08
Mod 179		$ 14,673.00	9/26/08
Mod 180	$ (1,660.00)		
Mod 181		$ 61,567.00	9/29/08
Mod 182	$ (18,358.85)		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761.73	12/30/08
Mod 186		$ 72,107.00	1/23/09
Mod 187	$ 1,590.00		
Mod 188		$ 11,789.00	1/27/09
Mod 189		$ 56,808.00	2/14/09
Mod 190		$ 15,372.00	2/19/09
Mod 191		$ 13,401.00	2/22/09
Mod 192	$ 15,703.00		
Mod 193		$ 54,141.80	3/12/09
Mod 194	$ (21,160.93)		
Mod 196		$ 250,512.38	5/29/09
Mod 197		$ 70,767.23	6/21/09
Mod 198		$ 1,492.51	6/21/09
Mod 201		$ 52,652.10	7/8/09
Mod 203	$ 4,163.00		
Mod 204		$ 284,602.16	10/8/09
Cumulative Totals	**$ 12,552,660.41**	**$ 8,841,914.60**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO: 205

3. EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO: 4200291437

5 PROJECT NO (If applicable): ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO: NAS1002026

10B DATED (SEE ITEM 13): 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $5,662,853.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

X D. OTHER (Specify type of modification and authority)
Pursuant to FAR 52.232-22, NFS 1852-77 and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract.

Obligated Amount for this Modification: $5,662,853.00
New Total Obligated Amount for this Award: $204,595,683.18
Incrementally Funded through: 12/08/2009

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

15A NAME AND TITLE OF SIGNER (Type or print)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Jacklyn L. Norman

15B CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C DATE SIGNED

16B UNITED STATES OF AMERICA: Jacklyn L Norman (Signature of Contracting Officer)

16C DATE SIGNED: 4/20/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

The purpose of this modification is to provide incremental funding to the contract

LIST OF CHANGES:
Obligated Amount for this Modification· $5,662,853 00
New Total Obligated Amount for this Award: $204,595,683.18
Incrementally Funded through December 8, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $84,492,053.95 to $87,518,848.88, an increase of $3,026,794.93. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $105,598,861.63 to $108,039,551.27, an increase of $2,440,689.64. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $8,841,914.60 to $9,037,283.03, an increase of $195,368.43. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $198,932,830.18 to $204,595,683.18, an increase of $5,662,853 00.

E. All funding is adequate through December 8, 2009.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.6; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.6.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

(i) Building maintenance for facilities occupied by Contractor personnel

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention. Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$87,518,848.88** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$ 78,124,194 00	$ 1,387,584 00	8/31/02
TO9400	$ 143,942 00	$ 143,942 00	9/30/02
TO9700	$ 13,181 31	$ 13,181 31	9/30/02
TO1001	$ 2,793 42		
TO1002	$ 5,830 40		
TO9800	$ 50,141 83	$ 50,141 83	
TO1003	$ 10,037 94		
TO 1004	$ 8,745 60		
Subtotal	$78,358,866.50	$50,141.83	

Mod 180	$ 299,173 58		
Mod 181	$ 928,224 47	$ 397,406 48	9/29/08
Mod 184	$ 2,828,590 00	$ 2,246,956 00	12/8/08
Mod 185		$ 1,012,730 57	12/30/08
Mod 186		$ 1,197,508 00	1/23/09
Mod 187	$ 26,449 00		
Mod 188		$ 577,674 00	1/27/09
Mod 189		$ 598,158 00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721 00	2/22/09
Mod 193		$ 812,126 95	3/12/09
Mod 196		$ 3,056,251 00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899 52	6/21/09
Mod 201		$ 718,546 34	7/8/09
Mod 204		$ 2,603,170 36	10/8/09
Mod 205		$ 3,026,794 93	12/8/09
Cumulative Total	**$ 101,764,175.95**	**$ 87,518,848.88**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,875 00	$ 101,060,471 59	
Mod 201		$ 467,674 56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715 48	10/8/09
Mod 205		$ 2,440,689 64	12/8/09
SUBTOTAL	$ 147,568,254 00	$ 108,039,551 27	

(End of Clause)

Mod 154		$ 66,358 00	2/19/08
Mod 156		$ 24,227 00	4/1/08
Mod 158	$ 435 00		
Mod 161		$ 111,738 00	4/27/08
Mod 162		$ 13,968 00	
Mod 163	$ 181,185 00		
Mod 164		$ 16,395 00	
Mod 165		$ 28,265.00	
Mod 166	$ (18,248 50)		
Mod 170	$ 142,625 00		
Mod 171		$ 77,768.00	5/11/08
Mod 175		$ 252,766.00	6/6/08
Mod 178	$ 262,950.00	$ 354,559 00	9/29/08
Mod 179		$ 14,673.00	9/26/08
Mod 180	$ (1,660 00)		
Mod 181		$ 61,567.00	9/29/08
Mod 182	$ (18,358.85)		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761 73	12/30/08
Mod 186		$ 72,107 00	1/23/09
Mod 187	$ 1,590.00		
Mod 188		$ 11,789 00	1/27/09
Mod 189		$ 56,808 00	2/14/09
Mod 190		$ 15,372.00	2/19/09
Mod 191		$ 13,401.00	2/22/09
Mod 192	$ 15,703 00		
Mod 193		$ 54,141 80	3/12/09
Mod 194	$ (21,160 93)		
Mod 196		$ 250,512 38	5/29/09
Mod 197		$ 70,767 23	6/21/09
Mod 198		$ 1,492.51	6/21/09
Mod 201		$ 52,652 10	7/8/09
Mod 203	$ 4,163 00		
Mod 204		$ 284,602.16	10/8/09
Mod 205		$ 195,368 43	12/8/09
Cumulative Totals	**$ 12,552,660.41**	**$ 9,037,283.03**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO: 206

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO: See Schedule

5 PROJECT NO (If applicable): ELVIS

6 ISSUED BY — CODE: KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) — CODE: KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE | FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO: NAS1002026

10B DATED (SEE ITEM 13): 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral pursuant to NFS 1852.216-76, Award Fee for Service Contract

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

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

The purpose of this modification is to reflect the Fee Determination Officials award for Analex performance of the Expendable Launch Vehicle Integrated Support contract for the Fourteenth Award Fee Evaluation Period from October 1, 2008 through March 30, 2009. The overall rating was Excellent for a score of 99%. The S&MA rating was Excellent for a score of 91%. The total Earned Award Fee for the Fourteenth Award Fee Evaluation Period is $749,468.78.

LIST OF CHANGES:
Total Amount for this Modification: -$13,423.72
New Contract Value Total: $261,871,716.64

EARNED AWARD FEE
PLEASE EXPEDITE

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

15A NAME AND TITLE OF SIGNER (Type or print)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Jacklyn L. Norman

15B CONTRACTOR/OFFEROR — (Signature of person authorized to sign)

15C DATE SIGNED

16B UNITED STATES OF AMERICA — Jacklyn L. Norman (Signature of Contracting Officer)

16C DATE SIGNED: 5/20/09

Item No. 14 (Continued)

A The purpose of this modification is to reflect the Fee Determination Official's award for Analex performance of the Expendable Launch Vehicle Integrated Support contract for the Fourteenth Award Fee Evaluation Period from October 1, 2008 through March 30, 2009. The total Earned Award Fee for the Fourteenth Award Fee Evaluation Period is $749,468.78.

B. Provisional award fee payments disbursed during Award Fee Period 14 totaled $572,169.39 and should not be included in the contractor's final Period 14 Award Fee payment. The final Earned Award Fee payment due the contractor for Period 14 Award Fee is $177,299.39.

C. Section B, Table B-3.5, Summary Option Period 2 (FY 2009 thru FY 2011), is revised to reflect the decreases for unearned award fee, which are a decrease in "Maximum Available Award Fee: Overall" of $2,435.00, a decrease in "Maximum Available Award Fee: S&MA" of $6,519.15, a decrease in "Maximum Available Award Fee: SOW 10.0" of $4,469.57, all of which resulted in a decrease in "Total Estimated Contract Value" of $13,423.72, as indicated by the following changes:

Maximum Available Award Fee: Overall	$ 1,495,392 00	$ 1,492,957.00	$ (2,435.00)
Maximum Available Award Fee: S&MA	$ 450,339.00	$ 443,819.85	$ (6,519 15)
Maximum Available Award Fee: SOW 10.0	$ 2,709,674.00	$ 2,705,204.43	$ (4,469.57)
Total Estimated Contract Value:	$ 90,332,446.00	$ 90,319,022.28	$ (13,423.72)

D. Section B, Table B-3a, Available and Earned Fee (from Period 7 and thereafter), is revised to reflect the contractor's Earned Fee for Period 14 of $749,468.78 as follows:

OPTION 2										
14	10/01/08-03/31/09	$690,456.88	$ 72,435.00	Excellent	99	$683,552 93	Excellent	91	$65,915.85	206

E. Section G, Table G-3, Contract Funding for Award Fee, is revised to reflect the decrease to Maximum Available Award Fee of $13,423.72, which changes the Cumulative Total from $12,552,660.41 to $12,539,236.69, as follows:

Mod Number	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 205	$ 12,552,660.41	$ 9,013,304.30	
Mod 206	$ (13,423.72)		
Cumulative Totals	**$ 12,539,236.69**	**$ 9,013,304.30**	

F. As a result of the above changes, pages 26.3, 27, and 41.6 of the contract are hereby deleted and replaced with the revised attached pages 26.3, 27, and 41.6.

G. All other terms and conditions of the contract remain unchanged.

Table B-3.5 Summary Option Period 2 (FY 2009 thru FY 2011)

FIXED-PRICE OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
[illegible]	[illegible]	
FIXED-PRICE S&MA	CLIN 3003	$ 7,505,649 96
MAXIMUM AVAILABLE AWARD FEE [illegible]	CLIN [illegible]	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,074,979 00
ESTIMATED COST – SOW 10 0	CLIN 3011	$ 45,161,230 00
MAXIMUM AVAILABLE AWARD FEE SOW 10 0	CLIN 3011	$
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 525,000 00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 105,000.00
IT CAP	CLIN 3015	$ 295,000 00
IT CAP-MAL	CLIN 3016	$ 2,087,000 00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$

B-2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988) (CLIN 0001)

The total firm fixed price for CLIN 0001 of this contract is $ 00.00

(End of Clause)

B-3 AWARD FEE

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount on the basis of performance during the evaluation periods

(b) The amount of award fee earned by the contractor under fixed price CLINs 1002-1007, 2002-2007, 3002-3007 and cost-plus CLINs 1011, 2011 and 3011 shall be determined in accordance with the Performance Evaluation Plan, Section J, Attachment J-6

(c) The maximum available award fee, excluding base fee, if any, is reflected in Tables B-3 and B-3a below. A portion of the total available award fee (both fixed price and cost-plus) in the schedule is allocated to each evaluation period. This allocation is in equal distributions of fee among the periods

MAXIMUM AVAILABLE AWARD FEE ADJUSTMENTS: Tables B-3 and B-3a are adjusted for any Fixed Price, SMA Fixed Price or Cost CLIN increases or decreases in scope. Once the period has ended and the Award Fee Score has been determined by the Award Fee Board Members, unearned award fee is adjusted on the summary option pages 10.2 (Basic), 18.3 (Option 1), or 26.3 (Option 2) as well as the tables below.

Table B-3 Available and Earned Fee (through Period 6)

Period	Evaluation Period	Maximum Available Fee	Earned Fee	Score	Rating	Mod No.
1	07/01/02 – 09/30/02					08
2	10/01/02 – 03/31/03					16
3	04/01/03 – 09/30/03					31
4	10/01/03 – 03/31/04					50
5	04/01/04 – 09/30/04					61
6	10/01/04 – 03/31/05					86

Table B-3a Available and Earned Fee (from Period 7 and thereafter)

Period	Evaluation Period	Overall Max Available Award Fee	S&MA Max Available Award Fee	Overall Rating	Overall Score	Overall Earned Fee	S&MA Rating	S&MA Score	S&MA Earned Fee	Mod No.
7	04/01/05-09/30/05	$								103
OPTION 1										
8	10/01/05-03/31/06	$								124
9	04/01/06-09/30/06	$								137
10	10/01/06-03/31/07	$								152
11	04/01/07-09/30/07	$								166
12	10/01/07-03/31/08	$								182
13	04/01/8-09/30/08	$								194
OPTION 2										
14	10/01/08-03/31/09	$							$	206
15	04/01/09-09/30/09	$		TBD	TBD	TBD	TBD	TBD	TBD	
16	10/01/09-03/31/10			TBD	TBD	TBD	TBD	TBD	TBD	
17	04/01/10-09/30/10			TBD	TBD	TBD	TBD	TBD	TBD	
18	10/01/10-03/31/11			TBD	TBD	TBD	TBD	TBD	TBD	
19	04/01/11-09/30/11			TBD	TBD	TBD	TBD	TBD	TBD	

Mod 164		$ 16,395.00	
Mod 165		$ 28,265 00	
Mod 166	$ (18,248.50)		
Mod 170	$ 142,625 00		
Mod 171		$ 77,768.00	5/11/08
Mod 175		$ 252,766 00	6/6/08
Mod 178	$ 262,950.00	$ 354,559 00	9/29/08
Mod 179		$ 14,673.00	9/26/08
Mod 180	$ (1,660.00)		
Mod 181		$ 61,567.00	9/29/08
Mod 182	$ (18,358.85)		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761 73	12/30/08
Mod 186		$ 72,107 00	1/23/09
Mod 187	$ 1,590.00		
Mod 188		$ 11,789 00	1/27/09
Mod 189		$ 56,808 00	2/14/09
Mod 190		$ 15,372 00	2/19/09
Mod 191		$ 13,401 00	2/22/09
Mod 192	$ 15,703 00		
Mod 193		$ 54,141 80	3/12/09
Mod 194	$ (21,160.93)		
Mod 196		$ 250,512.38	5/29/09
Mod 197		$ 70,767 23	6/21/09
Mod 198		$ 1,492.51	6/21/09
Mod 201		$ 52,652.10	7/8/09
Mod 203	$ 4,163.00		
Mod 204		$ 284,602.16	10/8/09
Mod 205		$ 171,389.70	12/1/09
Mod 206	$ (13,423 72)		
Cumulative Totals	$ 12,539,236.69	$ 9,013,304.30	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
207	See Block 16C	4200296380	ELVIS

6 ISSUED BY	CODE KSC	7 ADMINISTERED BY (If other than Item 6)	CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899		NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
ANALEX CORP 2677 Prosperity Avenue, Suite 400 Fairfax VA 22031-4906	(x)	9A. AMENDMENT OF SOLICITATION NO
		9B DATED (SEE ITEM 11)
	x	10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026
CODE / FACILITY CODE		10B DATED (SEE ITEM 13) 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $379,192.90

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) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract.

Obligated Amount for this Modification: $379,192.90
New Total Obligated Amount for this Award: $204,974,876.08
Incremental Funded through: 12/2/2009

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 5/21/09

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $379,192.90
New Total Obligated Amount for this Award: $204,974,876.08
Incrementally Funded through December 2, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $87,518,848.88 to $87,517,332.11, a decrease of $1,516.77. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $108,039,551.27 to $108,252,657.68, an increase of $213,106.41. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $9,037,283.03 to $9,204,886.29, an increase of $167,603.26. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $204,595,683.18 to $204,974,876,08, an increase of $379,192.90.

E. All funding is adequate through December 2, 2009.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.6; and replace them with the attached revised pages 39, 39.3, 41.3, 41.6, and 41.7.

G All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of $87,517,332.11 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$ 78,124,194.00	$ 1,387,584 00	8/31/02
TO9400	$ 143,942 00	$ 143,942 00	9/30/02
TO9700	$ 13,181.31	$ 13,181.31	9/30/02
TO1001	$ 2,793 42		
TO1002	$ 5,830.40		
TO9800	$ 50,141.83	$ 50,141 83	
TO1003	$ 10,037 94		
TO 1004	$ 8,745.60		
Subtotal	$78,358,866.50	$50,141.83	

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235 90	$ 60,118,536.21	5/17/08
Mod 169		$ 931,630.00	4/16/08
Mod 170	$ 112,932 00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856 00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907 00	9/26/08
Mod 180	$ 299,173 58		
Mod 181	$ 928,224.47	$ 397,406 48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730 57	12/30/08
Mod 186		$ 1,197,508 00	1/23/09
Mod 187	$ 26,449 00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712 00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604 52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546 34	7/8/09
Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 2,782,966 68	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Cumulative Total	**$ 101,764,175.95**	**$ 87,273,503.86**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,875.00	$ 101,060,471 59	
Mod 201		$ 467,674 56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689 64	12/1/09
Mod 207		$ 213,106 41	12/2/09
SUBTOTAL	$ 147,568,254 00	$ 108,252,657.68	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 146	$	$ 5,575,298 15	
Mod 148		$ 206,608 00	8/2/07
Mod 149	$		
Mod 150		$ 359,947 00	10/3/07
Mod 151		$ 437,636 54	12/17/07
Mod 152	$		
Mod 154		$ 66,358 00	2/19/08
Mod 156		$ 24,227 00	4/1/08
Mod 158	$		
Mod 161		$ 111,738 00	4/27/08
Mod 162		$ 13,968 00	
Mod 163	$		
Mod 164		$ 16,395 00	
Mod 165		$ 28,265 00	
Mod 166	$		
Mod 170	$		
Mod 171		$ 77,768 00	5/11/08
Mod 175		$ 252,766 00	6/6/08
Mod 178	$	$ 354,559 00	9/29/08
Mod 179		$ 14,673 00	9/26/08
Mod 180	$		
Mod 181		$ 61,567 00	9/29/08
Mod 182	$		
Mod 184		$ 290,734 00	12/8/08
Mod 185		$ 65,761 73	12/30/08
Mod 186		$ 72,107 00	1/23/09
Mod 187	$		
Mod 188		$ 11,789.00	1/27/09
Mod 189		$ 56,808.00	2/14/09
Mod 190		$ 15,372 00	2/19/09
Mod 191		$ 13,401 00	2/22/09
Mod 192	$		
Mod 193		$ 54,141 80	3/12/09
Mod 194	$		
Mod 196		$ 250,512 38	5/29/09
Mod 197		$ 70,767 23	6/21/09
Mod 198		$ 1,492 51	6/21/09
Mod 201		$ 52,652 10	7/8/09
Mod 203	$		
Mod 204		$ 284,602.16	10/8/09
Mod 205		$ 195,368 43	12/1/09
Mod 206	$		
SUBTOTAL	$	$ 9,037,283 03	

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283 03	
Mod 207		[illegible]	[illegible]
Cumulative Totals	$	$ 9,204,886.29	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 208

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable) ELVIS

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1002026

10B. DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pursuant to FAR 52.243-1 and FAR 52.232-2
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to make no-cost changes to the contract.

This modification make changes with Section B for IT CAP and MAR VAFB, Section G Funding Tables, and Section H-13 Key personnel Changes.

See Page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ryan J Philpot, Area Manager Program Management & Administration

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

15B. CONTRACTOR/OFFEROR Ryan J Philpot (Signature of person authorized to sign)

15C. DATE SIGNED 6-2-09

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

16C. DATE SIGNED 6/2/09

NSN 7540-01-152-8070
Previous edition unusable

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

Item No. 14 (Continued)

The purpose of this modification is as follows:

- Modify the "Cost Basis (Non-Fee Bearing) for Cost Reimbursable SOW 10.5 Information Technology (IT) Support," in Option 2 to increase CLIN 3015A for IT CAP (FY09), to cover ISP contracts for the resident offices at Chandler and Sterling;

- Transfer estimated cost from the "Cost Basis (Non-Fee Bearing)" in Option 2 CLIN 3009A for CAP (FY09) to "Maintenance and Repair at VAFB Exceeding $1,000" in Option 2 CLIN 3014A for MAR VAFB (FY09), to purchase replacement window film needed for B840 at VAFB;

- Modify "Contract Funding for Payment of Award Fee," Table G-3 Contract Funding for Award Fee to reflect the unearned award fee for the 5th Period Award Fee; and

- Update "Key Personnel and Facilities," Section H-13.

A. Section B, Article 3.8, Cost Basis (Non-Fee-Bearing) for Cost Reimbursable SOW 10.5 Information Technology (IT) Support is revised to add $20,000 to cover ISP contract for the resident office at Chandler and Sterling to CLIN 3015A, IT CAP (FY09):

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	Total Estimated Amount
3015	***Cost Basis (Non-fee bearing)*** The contractor shall provide the Contractor-Acquired Property that must be authorized, and is subject to a determination by the Contracting Officer that it is allocable to the contract and reasonably necessary, for effort related to cost reimbursable IT requirements to support performance of CLIN 3011.			
3015	**IT Contractor-Acquired Property (IT CAP)** The Contractor shall provide CAP, defined in NFS 1845.502-70, in accordance with the requirements of the SOW, for FY09, FY10, and F&11.	-	-	***See Note 1***
3015A	IT CAP (FY09)	12	MO	*$ 108,000 (NTE)
3015B	IT CAP (FY10)	12	MO	*$ 108,000 (NTE)
3015C	IT CAP (FY11)	12	MO	*$ 99,000 (NTE)
3016	**IT Contractor-Acquired Property (IT CAP) for the Mission Analysis Lab (MAL)** The Contractor shall provide CAP, defined in NFS 1845.502-70, for the Mission Analysis Lab in accordance with the requirements of the SOW, for FY09, FY10, and FY11.	12	MO	***$ 2,087,000 (NTE)*** ***See Note 1***
3016A	IT CAP-MAL (FY09)	12	MO	*$ 657,000 (NTE)
3016B	IT CAP-MAL (FY10)	12	MO	*$ 695,000 (NTE)
3016C	IT CAP-MAL (FY11)	12	MO	*$ 735,000 (NTE)

B. Section B, Article 3.3, Cost Basis (Non-Fee-Bearing) for CLINs 3002-3008 is revised to reduced CLIN 3009A, CAP (FY09) by $30,000.00 and added to Article 3.7, "Maintenance and Repair at VAFB Exceeding $1,000" to CLIN 3014A, MAR VAFB (FY09):

3009	**Contractor Acquired Property (CAP)** The Contractor shall provide CAP, defined in NFS 1845.502-70, in accordance with the requirements of the SOW.			***See Note 1***
3009A	CAP (FY09)	12	MO	$ 1,379,866 (NTE)
3009B	CAP (FY10)	**12**	**MO**	**$ 1457,788 (NTE)**
3009C	CAP (FY11)	**12**	**MO**	**$ 1,507,233 (NTE)**
3010	**Travel and Per Diem** The Contractor shall perform travel as required in accordance with the requirements set forth in the SOW.			***See Note 2***
3010A	Travel (FY09)	**12**	**MO**	**$ 226,577 (NTE)**
3010B	Travel (FY10)	**12**	**MO**	**$ 233,292 (NTE)**
3010C	Travel (FY11)	**12**	**MO**	**$ 240,223 (NTE)**

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL ESTIMATED AMOUNT
3014	**Maintenance and Repair that Exceeds $1,000 (MAR) in accordance with the requirements of SOW paragraph 8.1.1**	-	-	***See Note 1***
3014A	MAR VAFB (FY 09)	12	MO	$ 65,000 (NTE)
3014B	**MAR VAFB (FY 10)**	**12**	**MO**	**$ 35,000 (NTE)**
3014C	**MAR VAFB (FY 11)**	**12**	**MO**	**$ 35,000 (NTE)**

C. Section B, Table B-3.5, Summary Option Period 2 (FY 2009 thru FY 2011), CLIN 3015, IT Cap value is changed from $295,000 to $315,000, CLINS 3009 & 3010 is changed from $5,074,979 to $5,044,979, CLIN 3014 is changed from $105,000 to $135,000, and the "Total Estimated Contract Value" for Option 2 is changed from $90,319,022.28 to $90,339,022.28 as reflected in the following table:

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 1,492,957.00
FIXED-PRICE: S&MA	CLIN 3003	$ 7,505,649.96
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 3003	$ 443,819.85
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,044,979.00
ESTIMATED COST – SOW 10.0	CLIN 3011	$ 45,161,230.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 3011	$ 2,705,204.43
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 525,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000.00
IT CAP	CLIN 3015	$ 315,000.00
IT CAP-MAL	CLIN 3016	$ 2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$ 90,339,022.28

D. Section G, Table G-2, Contract Funding for Cost-Reimbursable, is revised to add $20,000.00 to Cost Reimbursable Contract Value. This change increases "Total Cost Reimbursable Contract Value" from $147,568,254.00 to $147,588,254.00.

E. Section G, Table G-3, Contract Funding for Award Fee, is revised to reduce the Maximum Available Award Fee from the 5th Period Award Fee by $41,212.93. This change decreases the "Maximum Available Award Fee" from $12,539,236.69 to $12,498,023.76.

F. Section H, Article H-13, Key Personnel and Facilities, is revised to include Roger C. "Chip" Greek, Jr.

G. Remove Section B, pages 25, 26.1, 26.2, and 26.3; Section G, pages 41.3 and 41.7; and Section H, page 51.

H. All other terms and conditions of the contract remain unchanged.

I. Contractor's Statement of Release:
In consideration of the modification agreed to herein, the contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to this adjustment.

3009	**Contractor Acquired Property (CAP)** The Contractor shall provide CAP, defined in NFS 1845.502-70, in accordance with the requirements of the SOW.			***See Note 1***
3009A	CAP (FY09)	12	MO	$ 1,379,866 (NTE)
3009B	**CAP (FY10)**	**12**	**MO**	**$ 1457,788 (NTE)**
3009C	**CAP (FY11)**	**12**	**MO**	**$ 1,507,233 (NTE)**
3010	**Travel and Per Diem** The Contractor shall perform travel as required in accordance with the requirements set forth in the SOW.			***See Note 2***
3010A	**Travel (FY09)**	**12**	**MO**	**$ 226,577 (NTE)**
3010B	**Travel (FY10)**	**12**	**MO**	**$ 233,292 (NTE)**
3010C	**Travel (FY11)**	**12**	**MO**	**$ 240,223 (NTE)**

NOTE 1: Cost Basis (Non-Fee-Bearing) Contractor Acquired Property (CAP).

The Not-To-Exceed (NTE) amount is the ceiling for the cost-reimbursable line items. Contractor Acquired Property will be reimbursed for incurred costs on a non-fee bearing basis. All Contractor - acquired property must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary.

During contract performance the Contractor is required to procure items for which the nature and quantity would not be expected to include in fixed price requirements (SOW 3.0 – 8.0). Only specific categories of items will be allowable to be acquired under this CLIN. These types of items include NASA customer transient office supplies, all expendable, consumable supplies and materials, (e.g., magnetic tapes, strip charts, clean room garments, components and piece parts, etc.); all mobile and lift equipment, shop and calibration equipment, communications equipment, and maintenance equipment.

NOTE 2: Travel and Per Diem

Pursuant to Title 11, Section 21 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (PL 99-234), reimbursement for travel associated with fixed price effort shall be in accordance with the provisions of FAR 31.205-46.

3.4 Vehicle Engineering and Analysis (CPAF)

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	TOTAL ESTIMATED COST	AWARD FEE
3011	**Vehicle Engineering and Analysis in accordance with SOW 10.0** **(Cost-Plus-Award-Fee)**	**$45,161,230.00**	**(See Provision B-3)**

For purposed of award fee evaluation, the total estimated cost by award fee period is as follows:

3.7 Maintenance and Repair at VAFB Exceeding $1,000

The contractor is responsible for Maintenance and Repair (MAR) of equipment at VAFB as identified in Section J, Attachment J-4a, Installation Accountable Property (IAP), which supports Statement of Work (SOW) Section 8.1.1, as well as for urgent MAR requirements identified by the NASA technical monitor at VAFB for other areas of Statement of Work (SOW) Section 8.0 Vandenberg Air Force Base Unique Support. MAR costs which exceed $1,000 shall be coordinated with the NASA technical monitor to accomplish a cost-effective and prompt repair. The contractor shall have written concurrence from the Government- assigned technical monitor prior to authorizing maintenance or repair activities, which exceed $1,000. The contractor will be reimbursed for MAR that exceeds $1,000 for incurred costs on a non-fee-bearing basis in accordance with the clause in Section I, FAR 52.216-11, Cost Contract – No Fee (APR 1984). The contractor shall retain original vendor receipts and furnish them to the contracting officer upon request to substantiate billing. MAR will be reimbursed on actual cost and is excluded from input to the cost base upon which the award fee pool is calculated.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL ESTIMATED AMOUNT
3014	**Maintenance and Repair that Exceeds $1,000 (MAR)** in accordance with the requirements of SOW paragraph 8.1.1	-	-	***See Note 1***
3014A	MAR VAFB (FY 09)	12	MO	$ 65,000 (NTE)
3014B	**MAR VAFB (FY 10)**	**12**	**MO**	**$ 35,000 (NTE)**
3014C	**MAR VAFB (FY 11)**	**12**	**MO**	**$ 35,000 (NTE)**

NOTE 1: Cost Basis (Non-Fee-Bearing) Maintenance and Repair that Exceeds $1,000.

The Not-To-Exceed (NTE) amount is the ceiling for the cost-reimbursable line items. Maintenance and Repair will be reimbursed for incurred costs on a non-fee bearing basis. All maintenance and repair that exceed $1,000 must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary.

3.8 Cost Basis (Non-Fee-Bearing) for Cost Reimbursable SOW 10.5 Information Technology (IT) Support

The Government will account for contractor-acquired property (CAP) requirements as a separate CLIN for the cost-reimbursable SOW 10.5, and has baselined these costs as indicated in the CLIN below. IT materials, supplies, and equipment shall be paid at cost, non-fee bearing, in accordance with the clause in Section I, FAR 52.216-11, Cost Contract – No Fee (APR 1984). The contractor shall retain original vendor receipts and furnish them to the Contracting Officer upon request to substantiate billings.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	Total Estimated Amount
3015	***Cost Basis (Non-fee bearing)*** The contractor shall provide the Contractor-Acquired Property that must be authorized, and is subject to a determination by the Contracting Officer that it is allocable to the contract and reasonably necessary, for effort related to cost reimbursable IT requirements to support performance of CLIN 3011.			
3015	**IT Contractor-Acquired Property (IT CAP)** The Contractor shall provide CAP, defined in NFS 1845.502-70, in accordance with the requirements of the SOW, for FY09, FY10, and F&11.	-	-	***See Note 1***
3015A	IT CAP (FY09)	12	MO	*$ 108,000 (NTE)
3015B	IT CAP (FY10)	**12**	**MO**	***$ 108,000 (NTE)**
3015C	IT CAP (FY11)	**12**	**MO**	***$ 99,000 (NTE)**
3016	**IT Contractor-Acquired Property (IT CAP) for the Mission Analysis Lab (MAL)** The Contractor shall provide CAP, defined in NFS 1845.502-70, for the Mission Analysis Lab in accordance with the requirements of the SOW, for FY09, FY10, and FY11.	**12**	**MO**	***$ 2,087,000 (NTE)*** ***See Note 1***
3016A	IT CAP-MAL (FY09)	**12**	**MO**	***$ 657,000 (NTE)**
3016B	IT CAP-MAL (FY10)	**12**	**MO**	***$ 695,000 (NTE)**
3016C	IT CAP-MAL (FY11)	**12**	**MO**	***$ 735,000 (NTE)**

Note 1: Cost Basis (Non-Fee-Bearing) Contractor- Acquired Property (CAP).

The Not-To-Exceed (NTE) amount is the ceiling for these cost-reimbursable line items. Contractor-Acquired Property will be reimbursed for incurred costs on a non-fee bearing basis. All Contractor-Acquired Property must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary.

Only specific categories of items will be allowable to be acquired under this CLIN. These types of items include Information Technology (IT) hardware and software, as well as IT maintenance/support agreements.

Table B-3.5 Summary Option Period 2 (FY 2009 thru FY 2011)

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$
FIXED-PRICE: S&MA	CLIN 3003	$ 7,505,649.96
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 3003	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,044,979.00
ESTIMATED COST – SOW 10.0	CLIN 3011	$ 45,161,230.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 3011	$
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 525,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000.00
IT CAP	CLIN 3015	$ 315,000.00
IT CAP-MAL	CLIN 3016	$ 2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$

B-2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988) (CLIN 0001)

The total firm fixed price for CLIN 0001 of this contract is $ 00.00 .

(End of Clause)

B-3 AWARD FEE

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount on the basis of performance during the evaluation periods

(b) The amount of award fee earned by the contractor under fixed price CLINs 1002-1007, 2002-2007, 3002-3007 and cost-plus CLINs 1011, 2011 and 3011 shall be determined in accordance with the Performance Evaluation Plan, Section J, Attachment J-6.

(c) The maximum available award fee, excluding base fee, if any, is reflected in Tables B-3 and B-3a below. A portion of the total available award fee (both fixed price and cost-plus) in the schedule is allocated to each evaluation period. This allocation is in equal distributions of fee among the periods.

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,875.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106.41	12/2/09
Mod 208	$ 20,000.00		
SUBTOTAL	$ 147,588,254.00	$ 108,252,657.68	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	**$**	**$ 9,037,283.03**	
Mod 207		**$ 167,603.26**	**12/2/09**
Mod 208	$	$ 167,603.26	\
Cumulative Totals	**$**	**$ 9,372,489.55**	

(End of Clause)

[END OF SECTION]

hazardous, with NASA as the final authority. Before hazardous operations commence, the contractor shall submit for NASA concurrence.

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H-13 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Charles W. Floyd
Ryan Philpot
Norm White
Tracy Evans
Larry W. Stalter
Kevin Bogle
Roger C. "Chip" Gruck, Jr.

(End of Clause)

H-14 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUGUST 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
209		4200300692	ELVIS

6 ISSUED BY CODE KSC	7 ADMINISTERED BY (If other than Item 6) CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $352,572.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFS 1852.232-81

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

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

The purpose of this modification is to (a) provide incremental funding to the contract and (b) make an administrative change to Section G, Tables G-2 and G-3.

Obligated Amount for this Modification: $352,572.00
New Total Amount for this Award: $205,327,448.08
Incremental Funded through: 12/5/2009

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 06/23/2009

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $352,572.00
New Total Obligated Amount for this Award: $205,327,448.08
Incrementally Funded through December 5, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $87,517,332.11 to $87,619,577.99, an increase of $102,245.88. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $108,252,657.68 to $108,469,489.46, an increase of $216,831.78. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $9,204,886.29 to $9,238,380.63, an increase of $33,494.34. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $204,974,876,08 to $205,327,448.08, an increase of $352,572.00.

E. All funding is adequate through December 5, 2009.

F. An administrative correction is made to Supplemental Agreement 192 by decreasing Section G, Table G-3, Max Available AF by $1.00 ($15,703.00 to $15,702.00) and increasing Section G, Table G-2 Increase to Cost Reimbursable Contract Value by $1.00 ($261,717.00 to $261,718.00).

G. Remove Section G, pages 39, 39.3, 41.2, 41.3, 41.6, and 41.7; and replace them with the attached revised pages 39, 39.3, 41.2, 41.3, 41.6, and 41.7.

H. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$87,619,577.99** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235.90	$ 60,118,536.21	5/17/08
Mod 169		$ 931,630 00	4/16/08
Mod 170	$ 112,932.00		
Mod 171		$ 427,723 00	5/11/08
Mod 173	$ 161,009 00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907 00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406 48	9/29/08
Mod 184	$ 2,828,590 00	$ 2,246,956 00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,499 00		
Mod 188		$ 577,674 00	1/27/09
Mod 189		$ 598,158 00	2/14/09
Mod 190		$ 209,712 00	2/19/09
Mod 191		$ 413,721 00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251 00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546 34	7/8/09
Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 3,026,794 93	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245 88	12/5/09
Cumulative Total	**$ 101,764,225.95**	**$ 87,619,577.99**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract The Contractor is not obligated to continue performance of the work

Mod No.	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 136	$ 133,109,684.00	$ 66,351,994 15	
Mod 138		$ 804,231.00	4/29/07
Mod 139		$ 1,700,000 00	5/27/07
Mod 140	$ 41,156.00		
Mod 141	$ (377,096.00)		
Mod 144		$ 973,155.00	12/31/02
Mod 146	$ 159,609.00		
Mod 148		$ 2,208,942.00	8/2/07
Mod 149	$ 256,731.00		
Mod 150		$ 982,357 00	10/3/07
Mod 151		$ 4,105,765.69	12/17/07
Mod 154		$ 2,131,750 00	2/19/08
Mod 156		$ 1,720,687.00	4/1/08
Mod 158	$ 7,250.00		
Mod 159		$ 340,915 88	2/28/03
Mod 160		$ (102,614 39)	
Mod 161		$ 712,295.00	4/27/07
Mod 162		$ 156,527 00	
Mod 163	$ 3,414,761.00		
Mod 164		$ 183,721 00	
Mod 165		$ 316,728.00	
Mod 167		$ 195,072.00	5/17/08
Mod 168	$ 2,708,000.00		
Mod 170	$ 2,298,321 00		
Mod 171		$ 790,640 00	5/11/08
Mod 175		$ 446,373 00	6/6/08
Mod 177	$ 350,000.00		
Mod 178	$ 4,726,399.00	$ 6,047,660 00	9/29/08
Mod 180	$ (27,657.00)		
Mod 184		$ 1,615,649.00	12/8/08
Mod 185	$ 450,000.00	$ 1,551,976.73	12/30/08
Mod 186	$ 120,000.00	$ 1,305,670.00	1/23/09
Mod 189		$ 681,701 00	2/14/09
Mod 190		$ 214,104.00	2/19/09
Mod 191		$ 886,695 00	2/22/09
Mod 192	$261,718.00		
Mod 193		$ 880,240.83	3/12/09
Mod 196		$ 3,373,566 68	5/29/09
Mod 197		$ 474,658.25	6/21/09
Mod 198		$ 10,010.77	6/21/09
SUBTOTAL	**$ 147,498,876.00**	**$ 101,060,471.59**	

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876.00	$ 101,060,471 59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106 41	12/2/09
Mod 208	$ 20,000 00		
Mod 209		$ 216,831 78	12/5/09
Cumulative Total	**$ 147,588,255.00**	**$ 108,469,489.46**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 146	$ 12,007,586 19	$ 5,575,298.15	
Mod 148		$ 206,608.00	8/2/07
Mod 149	$ 15,404.00		
Mod 150		$ 359,947.00	10/3/07
Mod 151		$ 437,636.54	12/17/07
Mod 152	$ (19,552 50)		
Mod 154		$ 66,358.00	2/19/08
Mod 156		$ 24,227.00	4/1/08
Mod 158	$ 435.00		
Mod 161		$ 111,738.00	4/27/08
Mod 162		$ 13,968 00	
Mod 163	$ 181,185.00		
Mod 164		$ 16,395.00	
Mod 165		$ 28,265 00	
Mod 166	$ (18,248.50)		
Mod 170	$ 142,625.00		
Mod 171		$ 77,768.00	5/11/08
Mod 175		$ 252,766.00	6/6/08
Mod 178	$ 262,950 00	$ 354,559 00	9/29/08
Mod 179		$ 14,673 00	9/26/08
Mod 180	$ (1,660.00)		
Mod 181		$ 61,567.00	9/29/08
Mod 182	$ (18,358 85)		
Mod 184		$ 290,734.00	12/8/08
Mod 185		$ 65,761 73	12/30/08
Mod 186		$ 72,107 00	1/23/09
Mod 187	$ 1,590 00		
Mod 188		$ 11,789 00	1/27/09
Mod 189		$ 56,808.00	2/14/09
Mod 190		$ 15,372.00	2/19/09
Mod 191		$ 13,401 00	2/22/09
Mod 192	$ 15,702 00		
Mod 193		$ 54,141.80	3/12/09
Mod 194	$ (21,160 93)		
Mod 196		$ 250,512.38	5/29/09
Mod 197		$ 70,767.23	6/21/09
Mod 198		$ 1,492.51	6/21/09
Mod 201		$ 52,652 10	7/8/09
Mod 203	$ 4,163 00		
Mod 204		$ 284,602.16	10/8/09
Mod 205		$ 195,368.43	12/1/09
Mod 206	$ (13,423.72)		
SUBTOTAL	**$ 12,539,235.69**	**$ 9,037,283.03**	

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$ 12,539,235.69	$ 9,037,283.03	
Mod 207		$ 167,603 26	12/2/09
Mod 208	$ (41,212.93)		
Mod 209		$ 33,494 34	12/5/09
Cumulative Totals	**$ 12,498,022.76**	**$ 9,238,380.63**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 4

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

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO
NAS1002026

10B. DATED (SEE ITEM 13)
06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

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

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

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

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 4 copies to the issuing office

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

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Eileen Gonzalez, Mgr Programs		Jacklyn L. Norman	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 6/26/09	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 6/26/09

The purpose of this modification is as follows:

- Revise Section B, Table B-1.6, Mission Direct and Fleet Support Task Orders Completed Under CLIN 1008, to incorporate the executed Fleet Task Orders for FY04-FY05.
- Revise Section B, Table B-1.9, Summary of BASIC Period (FY2002 thru FY2005), to reflect increase in MISSION DIRECT/FLEET SUPPORT (IDIQ) and TOTAL CONTRACT VALUE
- Revise Section B, Table B-2.6, Mission Direct and Fleet Support Task Orders Completed Under CLIN 2008, to incorporate the executed Fleet Task Orders for FY06-FY08.
- Revise Section B, Table B-2.6, Summary of OPTION Period 1 (FY2006 thru FY2008), to reflect increase in MISSION DIRECT/FLEET SUPPORT (IDIQ) and TOTAL CONTRACT VALUE
- Moved Section B, Table 2.6, Mission Direct and Fleet Support Task Orders Completed Under CLIN 2008 to the end of CLIN 2008. Removed Mission Task Order 6074, IBEX Satellite Support from the CLIN 2008K table and incorporated Mission Task Order 6074, IBEX Satellite Support into Table 2.6, Mission Direct and Fleet Support Task Orders Completed Under CLIN 2008

A. Section B, Table B-1.6, Mission Direct and Fleet Support Task Orders Completed Under CLIN 1008, is revised to reflect the addition of task orders that increase the Cumulative Total of the task orders by **$96,000.40**, from $2,410,323.91 **to $2,506,324.31**, as reflected in the following table:

Table B-1.6 Mission Direct and Fleet Support Task Orders Completed Under CLIN 1008

Task Order Number	Description/Mission	Firm Fixed Price
1023	Fleet/Troubleshooting and Repair	$ 16,824.72
1024	Fleet/Launch Site Support Engineering	$ 3,851.00
1025	Fleet/Engineering Assistants	$ 9,858.56
1026	Fleet/Mission Integration Coordinator	$ 1,848.48
1030	Fleet/Launch Site Support Engineering	$ 5,237.36
1042	Fleet/Communications and Telemetry	$ 7,620.30
1044	Fleet/Engineering Assistants	$ 9,549.60
1047	Fleet/Mission Integration Coordinator	$ 3,024.04
1048	Fleet/Launch Site Support Engineering	$ 5,729.76
1049	Fleet/Communications and Telemetry	$ 12,848.94
1050	Fleet/Engineering Assistants	$ 7,321.36
1051	Fleet/Troubleshooting and Repair	$ 12,286.28
	TOTAL	**$ 96,000.40**

B. Section B, Table B-1.9, Summary of BASIC Period (FY2002 thru FY 2005), is revised to reflect the increase to MISSION DIRECT/FLEET SUPPORT (IDIQ) **from $2,410,323.91 to $2,506,324.31** and TOTAL CONTRACT VALUE **from $77,957,151.62 to $78,053,152.02** as reflected in the following table:

Table B-1.9 Summary BASIC Period (FY 2002 thru FY 2005)

FIRM-FIXED PRICE (PHASE-IN)	CLIN 1001	N/C
FIXED-PRICE: OVERALL	CLINS 1002, 1004, 1005, 1006 & 1007	N/C
MAX AVAILABLE AWARD FEE: OVERALL	CLINS 1002, 1004, 1005, 1006 & 1007	N/C
FIXED-PRICE: S&MA (Beginning Period 7)	CLIN 1003	N/C
MAX AVAILABLE AWARD FEE: S&MA	CLIN 1003	N/C
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 1008	$ 96,000.40
CAP AND TRAVEL	CLINS 1009 &1010	N/C
ESTIMATED COST - SOW 10.0	CLIN 1011	N/C
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 1011	N/C
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 1012	N/C
MAINTENANCE AND REPAIR C&T	CLIN 1013	N/C
MAINTENANCE AND REPAIR AT VAFB	CLIN 1014	N/C
TOTAL ESTIMATED CONTRACT VALUE	**CLINS 1001–1014**	**$ 96,000.40**

C. Section B, Table 2.6, Mission Direct and Fleet Support Task Orders Completed Under CLIN 2008, is revised to reflect the addition of task orders that increase the Cumulative Total of the task orders by **$361,289.55, from $658,520.04 to $1,019,809.59**, as reflected in the following table:

Table 2.6 Mission Direct and Fleet Support Task Orders Completed Under CLIN 2008

Task Order Number	Description/Mission	Firm Fixed Price
1056	Fleet/Launch Site Support Engineering	$ 3,099.28
1061	Fleet/Engineering Assistants	$ 31,319.04
1062	Fleet/Launch Site Support Engineering	$ 20,390.00
1063	Fleet/Communications and Telemetry	$ 25,880.64
1065	Fleet/Launch Site Support Engineering	$ 32,337.72
1066	Fleet/Communications and Telemetry	$ 68,187.70
1067	Fleet/Mission Integration Coordinator	$ 19,051.68
1069	Fleet/Engineering Assistants	$ 24,065.28
1070	Fleet/Troubleshotting and Repair	$ 19,996.08
1071	Fleet/Launch Site Support Engineering	$ 15,938.34
1072	Fleet/Communications and Telemetry	$ 69,922.60
1073	Fleet/Mission Integration Coordinator	$ 14,567.30
1074	Fleet/Safety & Mission Assurance	$ 2,142.25
1075	Fleet/Engineering Assistants	$ 14,391.64
	TOTAL	$ 361,289.55

D. Section B, Table B-2.6, Summary of Option Period 1 (FY2006 thru FY 2008), is revised to reflect the increase to MISSION DIRECT/FLEET SUPPORT (IDIQ) from **$658,520.04** to **$1,019,809.59** and TOTAL CONTRACT VALUE **from $93,595,527.27 to $93,956,816.82** as reflected in the following table:

Table B-2.6 Summary Option Period 1 (FY 2006 thru FY 2008)

FIXED-PRICE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	N/C
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	N/C
FIXED-PRICE: S&MA	CLIN 2003	N/C
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 2003	N/C
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 2008	$ 361,289.55
CAP AND TRAVEL	CLINS 2009 &2010	N/C
ESTIMATED COST – SOW 10.0	CLIN 2011	N/C
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 2011	N/C
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 2012	N/C
MAINTENANCE AND REPAIR C&T	CLIN 2013	N/C
MAINTENANCE AND REPAIR AT VAFB	CLIN 2014	N/C
IT CAP	CLIN 2015	N/C
IT CAP-MAL	CLIN 2016	N/C
TOTAL ESTIMATED CONTRACT VALUE	CLINS 2002 – 2015	$ 361,289.55

E. Section G, Paragraph G-11, Table G-11 Contract Funding for Fixed-Price, is revised to reflect the increase of **$457,289.95** to "Increase to Contract Value," which also revises the Cumulative Totals for "Increase to FP Contract Value" **from $101,764,225.95 to $102,221,515.90. As a result, total contract value increases from $261,850,503.71 to $262,307,793.66.**

F. Remove Section B; pages 8, 8.1, 8.2, 10.2, 16, 16.1, 18.3; Section G, page 39.3; and replace them with Section B pages 8, 8.1, 8.2, 10.2, 16, 16.1, 18.3; Section G, page 39.3

G. Contractor's Statement of Release:
In consideration of the modification agreed to herein, the contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to this adjustment.

Table B-1.5 Public Affairs Support in accordance with SOW 9.9

FIRM FIXED PRICE SUPPORT SERVICES	FIRM FIXED-PRICE ($) IN FISCAL YEAR ORDERED			
	2002	2003	2004	2005
CLIN 1008I (50 Guests)	$ 4,479.32	$ 4,560.43	$ 4,733.75	$ 4,890.68
CLIN 1008J (Per Additional 25 Guests)	$ 2,239.66	$ 2,280.22	$ 2,366.87	$ 2,445.34

Table B-1.6 Mission Direct and Fleet Support Task Orders Completed Under CLIN 1008

Task Order Number	Description/Mission	Firm Fixed Price
1009	Fleet/Communications and Telemetry	$ 8,218.94
1010	Fleet/Safety and Mission Assurance	$ 924.24
1011	Fleet/Troubleshooting and Repair	$ 8,899.88
1012	Fleet/Launch Site Support Engineering	$ 7,971.57
1013	Fleet/Engineering Assistants	$ 4,313.12
1014	Fleet/Mission Integration Coordinator	$ 2,002.52
1015	Fleet/Communications and Telemetry	$ 7,423.38
1016	Fleet/Safety and Mission Assurance	$ 1,386.36
1017	Fleet/Troubleshooting and Repair	$ 8,899.88
1018	Fleet/Launch Site Support Engineering	$ 1,540.40
1019	Fleet/Engineering Assistants	$ 2,464.64
1020	Fleet/Mission Integration Coordinator	$ 924.24
1022	Fleet/Safety and Mission Assurance	$ 2,772.72
1023	Fleet/Troubleshooting and Repair	$ 16,824.72
1024	Fleet/Launch Site Support Engineering	$ 3,851.00
1025	Fleet/Engineering Assistants	$ 9,858.56
1026	Fleet/Mission Integration Coordinator	$ 1,848.48
1027	Fleet/Engineering Assistants	$ 5,545.44
1028	Fleet/Mission Integration Coordinator	$ 3,388.88
1029	Fleet/Communications and Telemetry	$ 6,158.22
1030	Fleet/Launch Site Support Engineering	$ 5,237.36
1031	Fleet/Mission Integration Coordinator	$ 3,660.68
1032	Fleet/Communications and Telemetry	$ 8,828.50
1034	Fleet/Troubleshooting and Repair	$ 25,715.42
1035	Fleet/Launch Site Support Engineering	$ 4,774.80
1036	Fleet/Safety and Mission Assurance	$ 3,819.84
1037	Fleet/Mission Integration Coordinator	$ 3,979.00
1038	Fleet/Communications and Telemetry	$ 10,472.42
	SUBTOTAL	$ 171,705.21

Task Order Number	Description/Mission	Firm Fixed Price
Subtotal thru TO1038		$ 171,705.21
1039	Fleet/Launch Site Support Engineering	$ 6,684.72
1040	Fleet/Engineering Assistants	$ 8,912.96
1041	Fleet/Mission Integration Coordinator	$ 4,297.32
1042	Fleet/Communications and Telemetry	$ 7,620.30
1043	Fleet/Launch Site Support Engineering	$ 7,003.04
1044	Fleet/Engineering Assistants	$ 9,549.60
1045	Fleet/Safety and Mission Assurance	$ 3,819.84
1046	Fleet/Troubleshooting and Repair	$ 12,683.44
1047	Fleet/Mission Integration Coordinator	$ 3,024.04
1048	Fleet/Launch Site Support Engineering	$5,729.76
1049	Fleet/Communications and Telemetry	$12,848.94
1050	Fleet/Engineering Assistants	$7,321.36
1051	Fleet/Troubleshooting and Repair	$12,286.28
1052	Fleet/Communications and Telemetry	$3,790.80
1053	Fleet/Safety and Mission Assurance	$3,914.88
1054	Fleet/Troubleshooting and Repair	$13,928.64
1055	Fleet/Mission Integration Coordinator	$2,446.80
1057	Fleet/Engineering Assistants	$9,134.72
6001	Mission/Pegasus Orbview 3	$6,148.50
6002	Mission/Delta IV DSCS B6	$41,092.41
6003	Mission/NOAA-N	$20,150.04
6004	Mission/SCISAT	$53,172.11
6005	Mission/Titan IV B-36	$8,430.84
6006	Mission/Delta IV DSCS B6 (Air Force Support)	$2,299.32
6008	Mission/DMSP	$3,580.02
6009	Mission/NROL-18	$11,677.62
6010	Mission/SWIFT	$40,956.46
6011	Mission/GPS 2R10	$5,568.92
6012	Mission/UHF-11	$7,160.04
6013	Mission/ROCSat	$17,140.06
6014	Mission/AMC-10	$2,585.57
6015	Mission/MbSAT	$4,176.69
6016	Mission/B39-DSP 22	$6,762.26
6017	Mission/GPS II R 11	$4,773.36
6018	Mission/Delta IV Heavy Demo	$45,346.92
6019	Mission/Aura	$422,650.63
6020	Mission/Messenger	$52,075.95
6021	Mission/Superbird 6	$2,983.35
6022	Mission/GPS IIR 12	$11,137.84
	SUBTOTAL	$1,076,571.56

Task Order Number	Description/Mission	Firm Fixed Price
Subtotal thru TO6022		$1,076,571.56
6023	Mission/AMC-11	$2,585.57
6024	Mission/NROL-1	$13,723.41
6025	Mission/Arrow	$8,856.12
6026	Mission/DART	$113,727.14
6028	Mission/GPS IIR13	$7,955.60
6029	Mission/NOAA-N	$506,051.98
6030	Mission/5th SLS	$4,109.80
6031	Mission/Deep Impact	$33,976.44
6032	Mission/AMC-16	$5,548.23
6033	Mission/B-30 NROL-16	$14,384.30
6035	Mission/Inmarsat	$3,287.84
6036	Mission/TacSat (Falcon X)	$8,557.72
6037	Mission/NROL-23	$4,931.76
6040	Mission/MRO	$56,898.91
6041	Mission/GPS IIR14	$6,986.66
6042	Mission/Cobra Dane	$1,742.88
6043	Mission/Minotaur	$2,832.18
9000	Mission/GPB	$590,318.92
9200	Mission/SIRTF	$43,277.29
	CUMULATIVE TOTAL	**$2,506,324.31**

1.3 Cost Basis (Non Fee Bearing)

The dynamic nature of ELV integrated support items makes it impossible to accurately predict Contractor acquired property (CAP), and travel/per-diem. The Government will account for these requirements as separate CLINs and has baselined these costs as indicated in the CLINs below. Materials, supplies and travel, shall be paid at cost, non-fee bearing, in accordance with the clause in Section I, FAR 52.216-11, Cost Contract – No Fee (APR 1984). The Contractor shall retain original vendor receipts and furnish them to the Contracting Officer upon request to substantiate billings. These items will be excluded from input to the cost base upon which the award fee pool is calculated.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL ESTIMATED AMOUNT
1009/1010	**Cost Basis (Non-Fee Bearing)** The Contractor shall provide Contractor Acquired Property that must be authorized in accordance with NFS 1845.502-70 subject to a determination by the Contracting Officer that is allocable to the contract and reasonably necessary, to support performance of fixed price CLINs 1002-1008 in accordance with the SOW.			

Table B-1.9 Summary BASIC Period (FY 2002 thru FY 2005)

FIRM-FIXED PRICE (PHASE-IN)	CLIN 1001	$ -
FIXED-PRICE: OVERALL	CLINS 1002, 1004, 1005, 1006 & 1007	$ 25,357,634.50
MAX AVAILABLE AWARD FEE: OVERALL	CLINS 1002, 1004, 1005, 1006 & 1007	$
FIXED-PRICE: S&MA (Beginning Period 7)	CLIN 1003	$ 1,020,076.50
MAX AVAILABLE AWARD FEE: S&MA	CLIN 1003	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 1008	$ 2,506,324.31
CAP AND TRAVEL	CLINS 1009 &1010	$ 5,223,248.00
ESTIMATED COST - SOW 10.0	CLIN 1011	$ 38,254,084.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 1011	$
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 1012	$ 1,972,644.00
MAINTENANCE AND REPAIR C&T	CLIN 1013	$ 45,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 1014	$ 35,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 1001–1014	$

OPTION 1 - Expendable Launch Vehicle Integrated Support. The Government reserves the right to exercise an option for a 3-year performance period. The Contracting Officer will exercise options in accordance with the procedures at FAR Subpart 17.2

(Performance Period: October 1, 2005 - September 30, 2008)

2.1 Contract Core Requirements (Fixed Price Award Fee)

The Contractor shall provide the necessary services to accomplish the following technical services in accordance with the SOW. Pricing for Section 1.0 of the SOW is deemed to be included in the CLIN prices below.

(Next Page is 11)

Table B-2.4 Satellite Uplink Services for NASA Public Affairs Support (SOW 9.8)

FIRM FIXED PRICE 24-HOUR SUPPORT	FIRM FIXED-PRICE PER UNIT ($) IN FISCAL YEAR ORDERED		
	2006	2007	2008
Uplink Services	$ 11,035.45	$ 11,361.31	$ 11,706.88

Table B-2.5 Public Affairs Support in accordance with SOW 9.9

FIRM FIXED PRICE SUPPORT SERVICES	FIRM FIXED-PRICE PER UNIT ($) IN FISCAL YEAR ORDERED		
	2006	2007	2008
50 Guests	$ 5,031.07	$ 5,173.88	$ 5,325.35
Per Additional 25 Guests	$ 2,515.54	$ 2,586.94	$ 2,662.67

Voice & Data Satellite Support (IDIQ)

The Government reserves the right to order fixed price, Indefinite-Delivery/Indefinite-Quantity (IDIQ) mission direct satellite support services, independent of core requirements, under CLIN 2008K in accordance with SOW 9.10. The Contracting Officer may order the services by written notice to the contractor in accordance with the ordering procedures set forth in Section H of this contract. Task orders will be individually negotiated for each mission.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL AMOUNT ($)
2008K	Mission Communications: Voice and Data Support via Satellite in accordance with SOW 9.10	As Ordered	As Ordered	To Be Negotiated At Task Order Level

Table 2.6 Mission Direct and Fleet Support Task Orders Completed Under CLIN 2008

Task Order Number	Description/Mission	Firm Fixed Price
1056	Fleet/Launch Site Support Engineering	$3,099.28
1058	Fleet/Troubleshooting and Repair	$28,857.57
1059	Fleet/Mission Integration Coordinator	$13,865.20
1060	Fleet/Safety and Mission Assurance	$3,914.88
1061	Fleet/Engineering Assistants	$31,319.04
1062	Fleet/Launch Site Support Engineering	$20,390.00
1063	Fleet/Communications and Telemetry	$25,880.64
1064	Fleet/Troubleshooting and Repair	$35,148.88
1065	Fleet/Launch Site Support Engineering	$32,337.72
1066	Fleet/Communications and Telemetry	$68,187.70
	SUBTOTAL	$263,000.91

Task Order Number	Description/Mission	Firm Fixed Price
	SUBTOTAL thru TO 1066	$263,000.91
1067	Fleet/Mission Integration Coordinator	$19,051.68
1068	Fleet/Safety and Mission Assurance	$6,684.80
1069	Fleet/Engineering Assistants	$24,065.28
1070	Fleet/Troubleshotting and Repair	$19,996.08
1071	Fleet/Launch Site Support Engineering	$15,938.34
1072	Fleet/Communications and Telemetry	$69,922.60
1073	Fleet/Mission Integration Coordinator	$14,567.30
1074	Fleet/Safety & Mission Assurance	$2,142.25
1075	Fleet/Engineering Assistants	$14,391.64
6027	Mission / DSP-23	$7,767.72
6043	Mission / STP-R1 Minotaur	$446.56
6046	Mission / COSMIC	$22,982.78
6047	Mission / MITEX	$7,792.20
6048	Mission / ASTRA	$2,527.20
6049	Mission / STEREO	$132,933.07
6050	Mission / NROL-21	$65,562.81
6052	Mission / DMSP-17	$20,187.06
6053	Mission / GPS IIR-16	$7,767.72
6057	Mission / AIM	$68,240.38
6058	Mission / WGS-F1 (AF)	$5,610.02
6060	Mission / NROL-30	$5,825.79
6061	Mission / COSMO-1	$32,303.71
6064	Mission / GPS IIR-17	$9,709.65
6065	Mission / WGS-F1 (ULA)	$3,452.32
6066	Mission / NROL-24	$5,974.02
6070	Mission / GPS IIR-18	$9,956.70
6074	Mission/IBEX Satellite Support	$161,009.00
	TOTAL	$1,019,809.59

2.3 Cost Basis (Non-Fee Bearing) for CLINs 2002-2008

The dynamic nature of the LSP integrated support items makes it impossible to accurately predict contractor-acquired property (CAP), and travel/per-diem. The Government will account for these requirements as separate CLINs and has baselined these costs as indicated in the CLINs below. Materials, supplies and travel, shall be paid at cost, non-fee bearing, in accordance with the clause in Section I, FAR 52.216-11, Cost Contract – No Fee (APR 1984). The contractor shall retain original vendor receipts and furnish them to the Contracting Officer upon request to substantiate billings. These items will be excluded from input to the cost base upon which the award fee pool is calculated.

Table B-2.6 Summary Option Period 1 (FY 2006 thru FY 2008)

FIXED-PRICE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$ 23,148,050.96
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$
FIXED-PRICE: S&MA	CLIN 2003	$ 6,632,363.04
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 2003	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 2008	$ 1,019,809.59
CAP AND TRAVEL	CLINS 2009 &2010	$ 5,022,424.00
ESTIMATED COST – SOW 10.0	CLIN 2011	$ 43,571,289.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 2011	$
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 2012	$ 8,135,780.00
MAINTENANCE AND REPAIR C&T	CLIN 2013	$ 608,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 2014	$ 170,000.00
IT CAP	CLIN 2015	$ 100,000.00
IT CAP-MAL	CLIN 2016	$ 1,291,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 2002 – 2015	$

OPTION 2 – Expendable Launch Vehicle Integrated Support. The Government reserves the right to exercise an option for a 3-year performance period. The Contracting Officer will exercise options in accordance with the procedures at FAR subpart 17.2

(Performance Period: October 1, 2008 – September 30,2011)

3.1 Contract Core Requirements (Fixed Price Award Fee)

The Contractor shall provide the necessary services to accomplish the following technical services in accordance with the SOW. Pricing for Section 1.0 of the SOW is deemed to be included in the CLIN prices below.

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235.90	$ 60,118,536.21	5/17/08
Mod 169		$ 931,630.00	4/16/08
Mod 170	$ 112,932.00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907.00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406.48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,499.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 3,026,794.93	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Cumulative Total	**$ 102,221,515.90**	**$ 87,619,577.99**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 3

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

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
KSC	KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
ANALEX CORP 2677 Prosperity Avenue, Suite 400 Fairfax VA 22031-4906	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026
CODE / FACILITY CODE		10B DATED (SEE ITEM 13) 06/05/2002

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: Pursuant to FAR 52.243-1 and FAR 52.232-2
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 3 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to make a no-cost change to the contract.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
E. Jean Gonzalez, Manager - Program Adm.		Lisa Morales	
15B. CONTRACTOR/OFFEROR [signature] (Signature of person authorized to sign)	15C. DATE SIGNED 6/29/09	16B. UNITED STATES OF AMERICA [signature] (Signature of Contracting Officer)	16C DATE SIGNED 6/29/09

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Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

Item No. 14 (Continued)

The purpose of this modification is as follows:

- Transfer estimated cost from the "Cost Basis (Non-Fee Bearing)" in Option 2 CLIN 3009A for CAP (FY09) to "Maintenance and Repair at of ELVIS Operated Communication & Telemetry Equipment Exceeding $500" in Option 2 CLIN 3013A for MAR (FY09), to purchase CISCO warranty service.

A. Section B, Article 3.3, Cost Basis (Non-Fee-Bearing) for CLINs 3002-3008 is revised to reduced CLIN 3009A, CAP (FY09) by $35,000.00 and added to Article 3.6, "Maintenance and Repair of ELVIS Operated Communication & Telemetry Equipment Exceeding $500" to CLIN 3013A, MAR (FY09):

3009	**Contractor Acquired Property (CAP)** The Contractor shall provide CAP, defined in NFS 1845.502-70, in accordance with the requirements of the SOW.			*See Note 1*
3009A	CAP (FY09)	12	MO	$ 1,344,866 (NTE)
3009B	CAP (FY10)	12	MO	$ 1457,788 (NTE)
3009C	CAP (FY11)	12	MO	$ 1,507,233 (NTE)
3010	Travel and Per Diem The Contractor shall perform travel as required in accordance with the requirements set forth in the SOW.			*See Note 2*
3010A	Travel (FY09)	12	MO	$ 226,577 (NTE)
3010B	Travel (FY10)	12	MO	$ 233,292 (NTE)
3010C	Travel (FY11)	12	MO	$ 240,223 (NTE)

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL ESTIMATED AMOUNT
3013	**Communication and Telemetry Maintenance and Repair that Exceed $500 (MAR)** in accordance with the requirements of SOW paragraph 7.1.3	-	-	*See Note 1*
3013A	MAR (FY 09)	12	MO	$ 210,000 (NTE)
3013B	MAR (FY 10)	12	MO	$ 175,000 (NTE)
3013C	MAR (FY 11)	12	MO	$ 175,000 (NTE)

B. Section B, Table B-3.5, Summary Option Period 2 (FY 2009 thru FY 2011), CLINS 3009 & 3010, CAP and Travel is changed from $5,044,979 to $5,009,979 and CLIN 3013, Maintenance and Repair C&T is changed from $525,000 to $560,000. The Total Estimated Contract Value for CLINS 3002 to 3016 remains unchanged. The changes are reflected in the following table:

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 1,492,957.00
FIXED-PRICE S&MA	CLIN 3003	$ 7,505,649 96
MAXIMUM AVAILABLE AWARD FEE S&MA	CLIN 3003	$ 443,819.85
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,009,979 00
ESTIMATED COST – SOW 10 0	CLIN 3011	$ 45,161,230 00
MAXIMUM AVAILABLE AWARD FEE SOW 10.0	CLIN 3011	$ 2,705,204.43
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 560,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000 00
IT CAP	CLIN 3015	$ 315,000 00
IT CAP-MAL	CLIN 3016	$ 2,087,000 00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$ 90,339,022.28

C. Remove Section B, pages 25, 26, and 26.3 and replace with the attached Section B, pages 25, 26, and 26.3.

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

3009	Contractor Acquired Property (CAP) The Contractor shall provide CAP, defined in NFS 1845.502-70, in accordance with the requirements of the SOW			*See Note 1*
3009A	CAP (FY09)	12	MO	$ 1,344,866 (NTE)
3009B	CAP (FY10)	12	MO	$ 1457,788 (NTE)
3009C	CAP (FY11)	12	MO	$ 1,507,233 (NTE)
3010	Travel and Per Diem The Contractor shall perform travel as required in accordance with the requirements set forth in the SOW			*See Note 2*
3010A	Travel (FY09)	12	MO	$ 226,577 (NTE)
3010B	Travel (FY10)	12	MO	$ 233,292 (NTE)
3010C	Travel (FY11)	12	MO	$ 240,223 (NTE)

NOTE 1: Cost Basis (Non-Fee-Bearing) Contractor Acquired Property (CAP).

The Not-To-Exceed (NTE) amount is the ceiling for the cost-reimbursable line items. Contractor Acquired Property will be reimbursed for incurred costs on a non-fee bearing basis. All Contractor - acquired property must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary.

During contract performance the Contractor is required to procure items for which the nature and quantity would not be expected to include in fixed price requirements (SOW 3.0 – 8.0). Only specific categories of items will be allowable to be acquired under this CLIN. These types of items include NASA customer transient office supplies, all expendable, consumable supplies and materials, (e.g., magnetic tapes, strip charts, clean room garments, components and piece parts, etc.); all mobile and lift equipment, shop and calibration equipment, communications equipment, and maintenance equipment.

NOTE 2: Travel and Per Diem

Pursuant to Title 11, Section 21 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (PL 99-234), reimbursement for travel associated with fixed price effort shall be in accordance with the provisions of FAR 31.205-46.

3.4 Vehicle Engineering and Analysis (CPAF)

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	TOTAL ESTIMATED COST	AWARD FEE
3011	Vehicle Engineering and Analysis in accordance with SOW 10.0 (Cost-Plus-Award-Fee)	$45,161,230.00	(See Provision B-3)

For purposed of award fee evaluation, the total estimated cost by award fee period is as follows:

The Government reserves the right to order Facility Upgrade/Modification/Repair, Design and Construction projects under this CLIN. The Contracting Officer may order the items/services any time by written notice to the Contractor from 10/01/2008 through 09/30/2011. The Contractor shall provide the items/services necessary in accordance with SOW 11.0.

Task/delivery orders for facilities modifications, design, and/or construction may be issued to the Contractor at the sole discretion of the contracting officer. It is agreed that work requests for Facility Upgrade/Modification/Repair, Design and Construction items may be issued as fixed price task orders during the term of the contract, and that the Government has no obligation to issue any such work request. In the event any such task/delivery orders are issued, they will in accordance with task ordering procedures in Section H.

3.6 Maintenance and Repair of ELVIS Operated Communication & Telemetry Equipment Exceeding $500

The contractor is responsible for Maintenance and Repair (MAR) of all Section J, Attachment J-4a, Installation Accountable Property (IAP), supporting Statement of Work, Section 7.1.3, Communications and Telemetry. MAR costs which exceed $500 shall be coordinated with the NASA technical monitor to accomplish a cost-effective and prompt repair. The contractor shall have written concurrence from the Government-assigned technical monitor prior to authorizing maintenance or repair costs, which exceed $500. The contractor will be reimbursed for MAR that exceeds $500 for incurred costs on a non-fee-bearing basis in accordance with the clause in Section I, FAR 52.216-11, Cost Contract – No Fee (APR 1984). The contractor shall retain original vendor receipts and furnish them to the contracting officer upon request to substantiate billing. MAR will be reimbursed on actual cost and is excluded from input to the cost base upon which the award fee pool is calculated.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL ESTIMATED AMOUNT
3013	**Communication and Telemetry Maintenance and Repair that Exceed $500 (MAR)** in accordance with the requirements of SOW paragraph 7.1 3	-	-	*See Note 1*
3013A	MAR (FY 09)	12	MO	$ 210,000 (NTE)
3013B	MAR (FY 10)	12	MO	$ 175,000 (NTE)
3013C	MAR (FY 11)	12	MO	$ 175,000 (NTE)

NOTE 1: Cost Basis (Non-Fee-Bearing) Maintenance and Repair that Exceeds $500.

The Not-To-Exceed (NTE) amount is the ceiling for the cost-reimbursable line items. Maintenance and Repair will be reimbursed for incurred costs on a non-fee bearing basis. All maintenance and repair that exceed $500 must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary.

Table B-3.5 Summary Option Period 2 (FY 2009 thru FY 2011)

FIXED-PRICE· OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
MAXIMUM AVAILABLE AWARD FEE. OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$
FIXED-PRICE S&MA	CLIN 3003	$ 7,505,649.96
MAXIMUM AVAILABLE AWARD FEE S&MA	CLIN 3003	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ [illegible]
ESTIMATED COST – SOW 10 0	CLIN 3011	$ 45,161,230 00
MAXIMUM AVAILABLE AWARD FEE SOW 10 0	CLIN 3011	$ 3
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 560,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000 00
IT CAP	CLIN 3015	$ 315,000 00
IT CAP-MAL	CLIN 3016	$ 2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$

B-2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988) (CLIN 0001)

The total firm fixed price for CLIN 0001 of this contract is $ 00.00 .

(End of Clause)

B-3 AWARD FEE

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount on the basis of performance during the evaluation periods

(b) The amount of award fee earned by the contractor under fixed price CLINs 1002-1007, 2002-2007, 3002-3007 and cost-plus CLINs 1011, 2011 and 3011 shall be determined in accordance with the Performance Evaluation Plan, Section J, Attachment J-6.

(c) The maximum available award fee, excluding base fee, if any, is reflected in Tables B-3 and B-3a below A portion of the total available award fee (both fixed price and cost-plus) in the schedule is allocated to each evaluation period. This allocation is in equal distributions of fee among the periods.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
212	See Block 16C	4200305243	ELVIS

6 ISSUED BY	CODE KSC	7 ADMINISTERED BY (If other than Item 6)	CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899		NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	

8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)		
ANALEX CORP 2677 Prosperity Avenue, Suite 400 Fairfax VA 22031-4906	(x)	9A. AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13) 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFS 1852.232-81

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 3 copies to the issuing office

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

The purpose of this modification is to provide incremental funding to the contract.

Obligated Amount for this Modification: $822,023.94
New Total Amount for this Award: $206,149,472.02
Incremental Funded through: 12/29/2009

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 7/17/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $822,023 94
New Total Obligated Amount for this Award $206,149,472.02
Incrementally Funded through December 29, 2009

A. Pursuant to NFS Clause 1852 232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $87,619,577.99 to $87,414,072 00, an decrease of $205,505 99. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $108,469,489.46 to $109,291,513.40, an increase of $822,023 94. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852 232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $9,238,380 63 to $9,443,886.62, an increase of $205,505.99. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $205,327,448.08 to $206,149,472.02, an increase of $822,023.94.

E All funding is adequate through December 29 2009.

F Remove Section G, pages 39, 39.3, 41.3, and 41 7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7

G All other terms and conditions of the contract remain unchanged

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention. Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$87,414,072.00** is presently available for payment and allotted to this contract It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141 83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235 90	$ 60,118,536 21	5/17/08
Mod 169		$ 931,630 00	4/16/08
Mod 170	$ 112,932 00		
Mod 171		$ 427,723 00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856 00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937 00	9/29/08
Mod 179		$ 518,907 00	9/26/08
Mod 180	$ 299,173 58		
Mod 181	$ 928,224.47	$ 397,406 48	9/29/08
Mod 184	$ 2,828,590 00	$ 2,246,956 00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508 00	1/23/09
Mod 187	$ 26,499 00		
Mod 188		$ 577,674 00	1/27/09
Mod 189		$ 598,158 00	2/14/09
Mod 190		$ 209,712 00	2/19/09
Mod 191		$ 413,721 00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251 00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Mod 204		$ 2,603,170 36	10/8/09
Mod 205		$ 3,026,794 93	12/1/09
Mod 207		$ (1,516 77)	12/2/09
Mod 209		$ 102,245 88	12/5/09
Mod 210	$ 457,289 95		
Mod 212		$ (205,505.99)	12/29/09
Cumulative Total	**$ 102,221,515.90**	**$ 87,414,072.00**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876 00	$ 101,060,471 59	
Mod 201		$ 467,674 56	7/8/09
Mod 203	$ 69,379 00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106 41	12/2/09
Mod 208	$ 20,000 00		
Mod 209		$ 216,831 78	12/5/09
Mod 212		$ 822,023 94	12/29/09
Cumulative Total	**$ 147,588,255.00**	**$ 109,291,513.40**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283 03	
Mod 207		$ 167,603 26	12/2/09
Mod 208	$		
Mod 209		$ 33,494 34	12/5/09
Mod 212		$ 205,505 99	12/29/09
Cumulative Totals	$	**$ 9,443,886.62**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
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2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
213	See Block 16C	4200310709	ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFO 1852.232-81

E. IMPORTANT Contractor ☒ is not. ☐ is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding to the contract:

Obligated Amount for this Modification: $494,633.00
New Total Obligated Amount for this Award: $206,644,105.02
Incremental Funded through: 12/29/2009

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED 8/21/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $494,633.00
New Total Obligated Amount for this Award: $206,644,105.02
Incrementally Funded through December 29, 2009

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $87,414,072.00 to $87,651,495.84, an decrease of $237,423.84. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $109,291,513.40 to $109,543,776.23, an increase of $252,262.83. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $9,443,886.62 to $9,448,832.95, an increase of $4,946.33. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $206,149,472.02 to $206,644,102.02, an increase of $494,633.00

E. All funding is adequate through December 29 2009.

F. Remove Section G, pages 39, 39.3, 41.3, and 41 7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852 245-71, Installation-Accountable Government Property.

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$87,651,495.84** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
Subtotal to Mod 168	$ 97,279,235.90	$ 60,118,536 21	5/17/08
Mod 169		$ 931,630.00	4/16/08
Mod 170	$ 112,932.00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009 00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937 00	9/29/08
Mod 179		$ 518,907 00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406 48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956 00	12/8/08
Mod 185		$ 1,012,730 57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,499.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158 00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126 95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899 52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 3,026,794 93	12/1/09
Mod 207		$ (1,516 77)	12/2/09
Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Mod 212		$ (205,505 99)	12/29/09
Mod 213		$ 237,423.84	12/29/09
Cumulative Total	**$ 102,221,515.90**	**$ 87,651,495.84**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689 64	12/1/09
Mod 207		$ 213,106 41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831 78	12/5/09
Mod 212		$ 822,023 94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Cumulative Total	**$ 147,588,255.00**	**$ 109,543,776.23**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$ 12,539,235 69	$ 9,037,283 03	
Mod 207		$ 167,603.26	12/2/09
Mod 208	$ (41,212 93)		
Mod 209		$ 33,494 34	12/5/09
Mod 212		$ 205,505.99	12/29/09
Mod 213		$ 4,946.33	12/29/09
Cumulative Totals	**$ 12,498,022.76**	**$ 9,448,832.95**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
214	See Block 16C	4200311244	ELVIS

6 ISSUED BY	CODE KSC	7 ADMINISTERED BY (If other than Item 6)	CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899		NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE | FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase:

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) Pursuant to FAR 52.232-22, NFS 1852.232-77 and NFS1852.232-81

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 3 copies to the issuing office

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

The Purpose of this modification is to provide incremental funding to the contract:

Obligated Amount of this modification: $757,820.00
New Total Obligated Amount for this award: $207,401,925.02
Incrementally Funded through January 06, 2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 8/25/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $757,820.00
New Total Obligated Amount for this Award: $207,401,925.02
Incrementally Funded through January 06, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $87,651,495.84 to $87,975,463.89, an increase of $323,968.05. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $109,543,776.23 to $109,952,999.03, an increase of $409,222.80. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $9,448,832.95 to $9,473,462.10, an increase of $24,629.15. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $206,644,105.02 to $207,401,925.02, an increase of $757,820.00.

E. All funding is adequate through January 06, 2010.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$87,975,463.89** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 170	$ 112,932.00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907.00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406.48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,499.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 3,026,794.93	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Mod 212		$ (205,505.99)	12/29/09
Mod 213		$ 237,423.84	12/29/09
Mod 214		$ 323,968.05	1/6/10
Cumulative Total	**$ 102,221,515.90**	**$ 87,975,463.89**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106.41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831.78	12/5/09
Mod 212		$ 822,023.94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Mod 214		$ 409,222.80	1/6/10
Cumulative Total	**$ 147,588,255.00**	**$ 109,952,999.03**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283.03	
Mod 207		$ 167,603.26	12/2/09
Mod 208	$		
Mod 209		$ 33,494.34	12/5/09
Mod 212		$ 205,505.99	12/29/09
Mod 213		$ 4,946.33	12/29/09
Mod 214		$ 24,629.15	1/6/10
Cumulative Totals	$	**$ 9,473,462.10**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 1

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
215	See Block 16C	N/A	ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO
NAS1002026

10B DATED (SEE ITEM 13)
06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT. Contractor ☐ is not. ☒ is required to sign this document and return 3 copies to the issuing office.

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

The Purpose of this modification is to (a) increase CAP CLIN 3009A and (b) update Section H-13, Key Personnel.

a. Contract Line Item (CLIN) 3009A is changed from $1,344,866 NTE to $1,389,866, an increase of $45,000.

b. Section H-13, Key personnel and Facilities is updated.

This is a no cost change to the contract.

Replacement pages 25, 26.3, and 51 reflecting these changes are incorporated.

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
S. RICHARD SCREDON SR. CONTRACT ADMINISTRATOR		Lisa Morales	
15B CONTRACTOR/OFFEROR S. Richard Scredon (Signature of person authorized to sign)	15C DATE SIGNED 3 Sep '09	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 9/3/09

NSN 7540-01-152-8070
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Prescribed by GSA
FAR (48 CFR) 53 243

3009	**Contractor Acquired Property (CAP)** The Contractor shall provide CAP, defined in NFS 1845 502-70, in accordance with the requirements of the SOW			***See Note 1***
3009A	CAP (FY09)	**12**	**MO**	**$ 1,389,866 (NTE)**
3009B	CAP (FY10)	**12**	**MO**	**$ 1457,788 (NTE)**
3009C	CAP (FY11)	**12**	**MO**	**$ 1,507,233 (NTE)**
3010	**Travel and Per Diem** The Contractor shall perform travel as required in accordance with the requirements set forth in the SOW			***See Note 2***
3010A	Travel (FY09)	**12**	**MO**	**$ 226,577 (NTE)**
3010B	Travel (FY10)	**12**	**MO**	**$ 233,292 (NTE)**
3010C	Travel (FY11)	**12**	**MO**	**$ 240,223 (NTE)**

NOTE 1: Cost Basis (Non-Fee-Bearing) Contractor Acquired Property (CAP).

The Not-To-Exceed (NTE) amount is the ceiling for the cost-reimbursable line items. Contractor Acquired Property will be reimbursed for incurred costs on a non-fee bearing basis. All Contractor - acquired property must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary

During contract performance the Contractor is required to procure items for which the nature and quantity would not be expected to include in fixed price requirements (SOW 3.0 – 8.0). Only specific categories of items will be allowable to be acquired under this CLIN. These types of items include NASA customer transient office supplies, all expendable, consumable supplies and materials, (e.g., magnetic tapes, strip charts, clean room garments, components and piece parts, etc.); all mobile and lift equipment, shop and calibration equipment, communications equipment, and maintenance equipment.

NOTE 2: Travel and Per Diem

Pursuant to Title 11, Section 21 of the Federal Civilian Employee and Contractor Travel Expense Act of 1985 (PL 99-234), reimbursement for travel associated with fixed price effort shall be in accordance with the provisions of FAR 31.205-46.

3.4 Vehicle Engineering and Analysis (CPAF)

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	TOTAL ESTIMATED COST	AWARD FEE
3011	**Vehicle Engineering and Analysis in accordance with SOW 10.0** (Cost-Plus-Award-Fee)	**$45,161,230.00**	**(See Provision B-3)**

For purposed of award fee evaluation, the total estimated cost by award fee period is as follows.

Table B-3.5 Summary Option Period 2 (FY 2009 thru FY 2011)

FIXED-PRICE. OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182 04
MAXIMUM AVAILABLE AWARD FEE OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$
FIXED-PRICE S&MA	CLIN 3003	$ 7,505,649 96
MAXIMUM AVAILABLE AWARD FEE S&MA	CLIN 3003	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,054,979.00
ESTIMATED COST – SOW 10 0	CLIN 3011	$ 45,161,230 00
MAXIMUM AVAILABLE AWARD FEE. SOW 10.0	CLIN 3011	$
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 560,000 00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000 00
IT CAP	CLIN 3015	$ 315,000 00
IT CAP-MAL	CLIN 3016	$ 2,087,000 00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$

B-2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988) (CLIN 0001)

The total firm fixed price for CLIN 0001 of this contract is $ 00.00 .

(End of Clause)

B-3 AWARD FEE

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount on the basis of performance during the evaluation periods

(b) The amount of award fee earned by the contractor under fixed price CLINs 1002-1007, 2002-2007, 3002-3007 and cost-plus CLINs 1011, 2011 and 3011 shall be determined in accordance with the Performance Evaluation Plan, Section J, Attachment J-6.

(c) The maximum available award fee, excluding base fee, if any, is reflected in Tables B-3 and B-3a below A portion of the total available award fee (both fixed price and cost-plus) in the schedule is allocated to each evaluation period. This allocation is in equal distributions of fee among the periods.

hazardous, with NASA as the final authority. Before hazardous operations commence, the contractor shall submit for NASA concurrence.

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations

(End of Clause)

H-13 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Charles W. Floyd
Ryan Philpot
Norm White
Tracy Evans
Curtiss C. Stahl
Kevin Bogle
Roger C "Chip" Greek, Jr.

(End of Clause)

H-14 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUGUST 1992)

(a) The on-site Government personnel observe the following holidays

New Year's Day
Labor Day
Martin Luther King, Jr 's Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed Observance of such days by Government personnel shall

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE		PAGE OF PAGES	1 / 2
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
216	See Block 16C	4200313755	ELVIS

6 ISSUED BY CODE KSC

NASA/John F Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code. OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $9,095,606 50

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) Pursuant to FAR 52.232-22, NFS 1852 232-77 and NFS 1852.232-81

E IMPORTANT Contractor x is not is required to sign this document and return 0 copies to the issuing office

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

The Purpose of this modification is to provide incremental funding to the contract:

Obligated Amount of this modification: $9,095,606.50
New Total Obligated Amount for this award: $216,497,531.52
Incrementally Funded through April 13, 2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jacklyn L. Norman	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Jacklyn L. Norman (Signature of Contracting Officer)	16C DATE SIGNED 9/14/09

7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $9,095,606.50
New Total Obligated Amount for this Award: $216,497,531.52
Incrementally Funded through April 13, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $87,975,463.89 to $92,027,010.85, an increase of $4,051,546.96. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $109,952,999.03 to $114,673,164.02, an increase of $4,720,164.99. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $9,473,462.10 to 9,797,356.65, an increase of $323,894.55. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $207,401,925.02 to $216,497,531.52, an increase of $9,095,606.50.

E. All funding is adequate through April 13, 2010.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention· Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$92,027,010.85** is presently available for payment and allotted to this contract It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted.

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584 00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793 42		
TO1002	$5,830 40		
TO9800	$50,141 83	$50,141 83	
TO1003	$10,037.94		
TO 1004	$8,745 60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 170	$ 112,932.00		
Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907.00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406.48	9/29/08
Mod 184	$ 2,828,590 00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,499.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 3,026,794.93	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Mod 212		$ (205,505.99)	12/29/09
Mod 213		$ 237,423.84	12/29/09
Mod 214		$ 323,968.05	1/6/09
Mod 216		$ 4,051,546.96	4/13/10
Cumulative Total	**$ 102,221,515.90**	**$ 92,027,010.85**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876 00	$ 101,060,471 59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379 00		
Mod 204		$ 4,070,715 48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106 41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831.78	12/5/09
Mod 212		$ 822,023.94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Mod 214		$ 409,222.80	1/6/10
Mod 216		$ 4,720,164.99	4/13/10
Cumulative Total	**$ 147,588,255.00**	**$ 114,673,164.02**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283.03	
Mod 207		$ 167,603.26	12/2/09
Mod 208	$		
Mod 209		$ 33,494.34	12/5/09
Mod 212		$ 205,505.99	12/29/09
Mod 213		$ 4,946.33	12/29/09
Mod 214		$ 24,629.15	1/6/10
Mod 216		$ 323,894.55	4/13/10
Cumulative Totals	**$**	**$ 9,797,356.65**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
217	See Block 16C	4200314529	ELVIS

6 ISSUED BY CODE KSC	7 ADMINISTERED BY (If other than Item 6) CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $1,404,835.86

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) Pursuant to FAR 52.232-22, NFS 1852.232-77 and NFS 1852.232-81

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

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

The Purpose of this modification is to provide incremental funding to the contract:

Obligated Amount of this modification: $1,404,835.86
New Total Obligated Amount for this award: $217,902,367.38
Incrementally Funded through May 17, 2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 9/18/09

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $1,404,835.86
New Total Obligated Amount for this Award: $217,902,367.38
Incrementally Funded through May 17, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract) he total funds obligated for the Fixed-Price portion of this contract are changed from $92,027,010.85 to $91,633,656.81, a decrease of $393,354.04. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of t s contract are changed from $114,673,164.02 to $116,365,991.23, an increase of $1,692,827.21. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect is increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated or the Award Fee payments under this contract are changed from 9,797,356.65 to $9,902,719.34, an increase of $105,362.69. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $216,497,531.52 to $217,902,367.38, an increase of $1,404,835.86.

E. All funding is adequate through May 17, 2010.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.7; and replace them with the atta ed revised pages 39, 39.3, 41.3, and 41.7.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$91,633,656.81** is presently available for payment and allotted to this contract It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 171		$ 427,723.00	5/11/08
Mod 173	$ 161,009.00		
Mod 175		$ 1,989,856.00	6/6/08
Mod 177	$ 128,562.00		
Mod 178		$ 5,455,937.00	9/29/08
Mod 179		$ 518,907.00	9/26/08
Mod 180	$ 299,173.58		
Mod 181	$ 928,224.47	$ 397,406.48	9/29/08
Mod 184	$ 2,828,590.00	$ 2,246,956.00	12/8/08
Mod 185		$ 1,012,730.57	12/30/08
Mod 186		$ 1,197,508.00	1/23/09
Mod 187	$ 26,499.00		
Mod 188		$ 577,674.00	1/27/09
Mod 189		$ 598,158.00	2/14/09
Mod 190		$ 209,712.00	2/19/09
Mod 191		$ 413,721.00	2/22/09
Mod 193		$ 812,126.95	3/12/09
Mod 196		$ 3,056,251.00	5/29/09
Mod 197		$ 1,180,604.52	6/21/09
Mod 198		$ 24,899.52	6/21/09
Mod 201		$ 718,546.34	7/8/09
Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 3,026,794.93	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Mod 212		$ (205,505.99)	12/29/09
Mod 213		$ 237,423.84	12/29/09
Mod 214		$ 323,968.05	1/6/09
Mod 216		$ 4,051,546.96	4/13/10
Mod 217		$ (393,354.04)	5/17/10
Cumulative Total	**$ 102,221,515.90**	**$ 91,633,656.81**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379 00		
Mod 204		$ 4,070,715 48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106 41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831 78	12/5/09
Mod 212		$ 822,023.94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Mod 214		$ 409,222 80	1/6/10
Mod 216		$ 4,720,164 99	4/10/10
Mod 217		$ 1,692,827.21	5/17/10
Cumulative Total	**$ 147,588,255.00**	**$ 116,365,991.23**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283 03	
Mod 207		$ 167,603 26	12/2/09
Mod 208	$		
Mod 209		$ 33,494 34	12/5/09
Mod 212		$ 205,505.99	12/29/09
Mod 213		$ 4,946 33	12/29/09
Mod 214		$ 24,629 15	1/6/10
Mod 216		$ 323,894.55	4/10/10
Mod 217		$ 105,362 69	5/17/10
Cumulative Totals	$	$ 9,902,719.34	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

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

6 ISSUED BY	CODE KSC	7 ADMINISTERED BY (If other than Item 6)	CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899		NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	

8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)			
ANALEX CORP 2677 Prosperity Avenue, Suite 400 Fairfax VA 22031-4906		(x)	9A. AMENDMENT OF SOLICITATION NO
			9B DATED (SEE ITEM 11)
		x	10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026
CODE	FACILITY CODE		10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$733,218.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) Pursuant to FAR 52.232-22, NFS 1852.232-77 and NFS 1852.232-81

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

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

The Purpose of this modification is to deobligate funds from this contract:

De-Obligated Amount of this modification: $733,218.00
New Total Obligated Amount for this award: $217,169.149.38
Incrementally Funded through May 8, 2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jacklyn L. Norman	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Jacklyn L. Norman (Signature of Contracting Officer)	16C DATE SIGNED 9/22/09

The purpose of this modification is to deobligate funds from this contract.

LIST OF CHANGES:
De-Obligated Amount for this Modification: $733,218.00
New Total Obligated Amount for this Award: $217,169,149.38
Incrementally Funded through May 8, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $91,633,656.81 to $91,325,705.25, a decrease of $307,951.56. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this decrease.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $116,365,991.23 to $115,969,320.29, a decrease of $396,670.94. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this decrease.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from $9,902,719.34 to $9,874,123.84, a decrease of $28,595.50. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this decrease.

D. Total contract funding is changed from $217,902,367.38 to $217,169,149.38, a decrease of $733,218.00.

E. All funding is adequate through May 8, 2010.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$91,325,705.25** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 177	$	128,562.00			
Mod 178			$	5,455,937.00	9/29/08
Mod 179			$	518,907.00	9/26/08
Mod 180	$	299,173.58			
Mod 181	$	928,224.47	$	397,406.48	9/29/08
Mod 184	$	2,828,590.00	$	2,246,956.00	12/8/08
Mod 185			$	1,012,730.57	12/30/08
Mod 186			$	1,197,508.00	1/23/09
Mod 187	$	26,499.00			
Mod 188			$	577,674.00	1/27/09
Mod 189			$	598,158.00	2/14/09
Mod 190			$	209,712.00	2/19/09
Mod 191			$	413,721.00	2/22/09
Mod 193			$	812,126.95	3/12/09
Mod 196			$	3,056,251.00	5/29/09
Mod 197			$	1,180,604.52	6/21/09
Mod 198			$	24,899.52	6/21/09
Mod 201			$	718,546.34	7/8/09
Mod 204			$	2,603,170.36	10/8/09
Mod 205			$	3,026,794.93	12/1/09
Mod 207			$	(1,516.77)	12/2/09
Mod 209			$	102,245.88	12/5/09
Mod 210	$	457,289.95			
Mod 212			$	(205,505.99)	12/29/09
Mod 213			$	237,423.84	12/29/09
Mod 214			$	323,968.05	1/6/09
Mod 216			$	4,051,546.96	4/13/10
Mod 217			$	(393,354.04)	5/17/10
Mod 218			$	(307,951.56)	5/8/10
Cumulative Total	**$**	**102,221,515.90**	**$**	**91,325,705.25**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876.00	$ 101,060,471.59	
Mod 201		$ 467,674 56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715 48	10/8/09
Mod 205		$ 2,440,689 64	12/1/09
Mod 207		$ 213,106.41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831 78	12/5/09
Mod 212		$ 822,023 94	12/29/09
Mod 213		$ 252,262 83	12/29/09
Mod 214		$ 409,222.80	1/6/10
Mod 216		$ 4,720,164 99	4/10/10
Mod 217		$ 1,692,827.21	5/17/10
Mod 218		$ (396,670 94)	5/8/10
Cumulative Total	**$ 147,588,255.00**	**$ 115,969,320.29**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283 03	
Mod 207		$ 167,603.26	12/2/09
Mod 208	$		
Mod 209		$ 33,494.34	12/5/09
Mod 212		$ 205,505 99	12/29/09
Mod 213		$ 4,946 33	12/29/09
Mod 214		$ 24,629 15	1/6/10
Mod 216		$ 323,894 55	4/10/10
Mod 217		$ 105,362 69	5/17/10
Mod 218		$ (28,595 50)	5/8/10
Cumulative Totals	$	$ 9,874,123.84	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	1

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
219	10/01/2009		ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF. FAR 52.243-1, Changes - Fixed Price (Alternate II)
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to incorporate updated Attachment J-2, for DRD-2 and DRD-12. The attached pages 154 thru 158 and 167 reflect the change pages of the contract. There is no cost associated with this modification.

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
S. RICHARD SCREDON SR. CONTRACT ADMINISTRATOR		Lisa Morales	
15B. CONTRACTOR/OFFEROR Richard Scredon (Signature of person authorized to sign)	15C. DATE SIGNED 9/24/09	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C. DATE SIGNED 9/24/09

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL	A ITEM NO DRD-3, Rev. 2

B LINE ITEM TITLE

Contractor Financial Management Reports

C OPR	D TYPE	E. INSPECT/ACCEPT	F FREQ	G INITIAL SUB	H AS OF DATE
VA-B1 GG-C-D	3	6	See Block J	30 days after contract start	

J REMARKS

The 533 Monthly report and associated reports are due 10 working days after the close of the Contractor's accounting period. Quarterly reports are due on the 15th day of the month following the quarter being reported. Electronic Product shall be compatible with Microsoft Office suite of software. One signed hard copy of the 533M and Q shall be delivered to OP-LS.

K DISTRIBUTION	TOTALS NO	TOTALS TYPE
VA-B1, GG-C-D, GG-A, OP-LS		

DATA REQUIREMENT DESCRIPTION

1 TITLE	2 NUMBER
Reports, Contractor Financial Management	
3 USE The 533 monthly, 533 quarterly, and associated reports provide accumulated expenditures and projections of program costs to ensure that the contractor cost and schedule performance are efficiently planned, effectively monitored, and properly reported.	4 DATE July, 2001
	5 ORGANIZATION KSC
7 INTERRELATIONSHIP SOW Section 1.3.5	6 REFERENCES NPR 9501.2

8 PREPARATION INFORMATION

SCOPE

This DRD establishes the requirements for the content and format of the financial management reports for cost reimbursable portions of the SOW.

CONTENTS

A. 533M and 533Q

Reporting requirements include NASA Forms 533M and 533Q prepared in accordance with instructions in NPR 9501.2 and as supplemented herein.

a Contractor's cost accounting system shall be capable of segregating, accumulating, and reporting costs for each element of cost as required by NPR 9501.2 and as supplemented herein for each item;

Block 8 DRD-3(Continued)

Monthly 533 reporting shall be in the latest NPR 9501.2 required format and as supplemented herein for WBS summary level through second level of the SOW. The monthly 533 will report both the monthly and cumulative contract period costs to date and the negotiated baseline plus any authorized changes.

Additionally, the monthly 533 will report the current fiscal year WBS summary level through second level of the SOW.

Quarterly 533 reporting will be at WBS summary level through second level of the SOW. In months where a quarterly 533 report is required, both monthly and quarterly 533 reports shall be provided.

Labor Hours and Cost Element Data shall be reported on the 533M and 533Q reports as indicated below. In addition, reporting instructions for labor hours and equivalent persons are provided below.

Amounts shall be stated to the nearest tenths of thousands of dollars; WYE and percentages to the nearest tenth of a whole number; Hours to the nearest whole number.

SUMMARY OF THE DATA ELEMENTS FOR 533 M AND Q

DIRECT LABOR HOURS
- PRODUCTIVE STRAIGHT TIME
- PRODUCTIVE OVERTIME
- TOTAL

DIRECT LABOR COSTS
- PAID STRAIGHT TIME
- OVERTIME PREMIUM

LABOR BURDENS
- SUBTOTAL

SUPPLIES, MATERIALS, AND EQUIPMENT
TRAVEL
SUBCONTRACTS
OTHER DIRECT COSTS
OVERHEAD
- SUBTOTAL

GENERAL AND ADMINISTRATIVE
FAC. CAPITAL COST OF MONEY
TOTAL ESTIMATED COST
AWARD FEE
TOTAL COST & FEE

Format for Detailed Labor Data

	Current Month Act Hours	Fiscal Year Cum Hours	Current Month Act WYE	FY Avg Cum WYE	Next Month Est Hours	Next Month Est WYE
Prime Straight Time						
Prime Overtime						
Prime Overtime Percentage						
Subcontractor Straight Time						
Total ELVIS Straight Time						

Elements of Cost Defined

Straight Time Hours

Those hours exclusive of non-productive hours which are incurred by direct labor personnel. No paid overtime hours are to be reported in this category.

Overtime Hours

Those Premium hours incurred by direct labor personnel. Non-paid overtime hours are not to be reported in this category.

Non-Productive Hours

Those hours incurred for vacation, sick leave, holiday, and other non-work periods. This only includes those hours for which the direct labor personnel are paid.

Work Year Equivalents (WYE)

The average number of direct personnel working in any given area during a reporting period. It is calculated as follows:

$$\text{Straight Time WYE} = \frac{\text{Actual Straight Time Hours}}{\text{Applicable Productive Factor}}$$

$$\text{Overtime WYE} = \frac{\text{Actual Overtime Hours}}{\text{Applicable Productive Factor}}$$

Overtime Percentage

$$\text{Overtime Percentage} = \frac{\text{Overtime Hours (Expended)}}{\text{Straight Time Hours}}$$

1. The Contractor's Accounting Calendar shall be furnished with the initial 533Q, and annually thereafter with the submission of the Annual Operating Plan. This cycle shall start on October 1, and end on September 30 of each fiscal year. The Contractor's accounting calendar, shall list the accounting months, number of workdays included in each month, all holidays applicable to the Contractor, and the applicable productive factor.

2. The Contractor shall deliver on an annual basis (each October 1) an Element of Cost Dictionary describing the content of each element of cost. Contractor format is acceptable for this report.

3. Cost corrections to prior period's costs recorded during the reporting period shall be included in the reporting month actual cost and cumulative cost columns of the applicable report. Cost corrections in excess of **$10K** shall be itemized/explained in an addendum to the report. Detailed data by element of cost shall be provided on request.

4. Variance Explanations – Estimate vs Actual:

   533M Variance Analysis with explanation at the WBS first level shall be provided for any first level WBS element when:

   Monthly actual cost (col 7a) for any first level WBS deviates from the estimate (col 7b) by +/-5%. (Note: column 7b equals column 8a from previous month 533 form. It is the previous month's estimate, not contract value.)

B. Staffing Report

On a monthly basis, under separate cover, the contractor shall provide a staffing report. The staffing report shall provide the WYE data for all second and third levels of the WBS for the prior weeks.

C. Mission Report

On a monthly basis, under a separate cover, the Contractor shall provide a Mission Report. The Mission report shall provide actuals (Hours, WYE, and Dollars) by Mission/Activity by month. A cumulative total by mission shall also be provided as well as an estimate by mission for the next month (reporting month + 1).

D. Variance Analysis

1. Variance Analysis - Operating Plan vs Actuals

   On a monthly basis, under separate cover, the Contractor shall provide a variance analysis (to include narrative variance explanations) of Op Plan vs Actuals for the current fiscal year by second level WBS. Reporting format will be provided to Contractor.

2. Variance Analysis - Contract Value vs Actuals

   On a monthly basis, under separate cover, the Contractor shall provide a variance analysis (to include narrative variance explanations) of Contract Value vs Actuals for the current fiscal year by second level WBS. Reporting format will be provided to Contractor.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL	A ITEM NO DRD-12, Rev. 1

B LINE ITEM TITLE
Quarterly Headcount Report

C OPR	D TYPE	E INSPECT/ACCEPT	F FREQ	G INITIAL SUB	H AS OF DATE
OP	3	6	Quarterly	See Block J	

J REMARKS
Initial submittal shall be first reporting quarter following contract start to be coordinated with Contracting Officer.

K DISTRIBUTION
OP, VA-B, GG-C-D

TOTALS NO	TOTALS TYPE

DATA REQUIREMENT DESCRIPTION

1 TITLE	2 NUMBER
port, Quarterly Headcount	
3 USE Information for workforce reporting requirements	4 DATE March, 2001 5 ORGANIZATION KSC
7 INTERRELATIONSHIP SOW Section 1.3.3	6 REFERENCES None

8 PREPARATION INFORMATION

SEE CONTINUATION SHEET

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 5

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

6 ISSUED BY CODE KSC	7 ADMINISTERED BY (If other than Item 6) CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
ANALEX CORP 2677 Prosperity Avenue, Suite 400 Fairfax VA 22031-4906	(x)	9A. AMENDMENT OF SOLICITATION NO
		9B DATED (SEE ITEM 11)
	x	10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026
CODE / FACILITY CODE		10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1, Changes - Fixed Price (Alternate II)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office

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

The purpose of this modification is to revise the Facility Upgrade/Modification/Repair, Design and Construction Task Orders for CLIN 2012 and 3012 and increase contract value based on these revisions.

Total Contract Value Change for this Modification: $1,417,536.00
New Contract Value Total Amount: $263,770,329.66

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
S. RICHARD SCREDON SR. CONTRACT ADMINISTRATOR		Lisa Morales	
15B CONTRACTOR/OFFEROR S. Richard Scredon (Signature of person authorized to sign)	15C DATE SIGNED 29 Sept '09	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 9/29/09

NSN 7540-01-152-8070
Previous edition unusable

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

Item No. 14 (Continued)

The purpose of this modification is: (1) to update CLIN 2012, Facility Upgrade/Modification/Repair, Design and Construction (Fixed-price Indefinite delivery, Indefinite quantity, (2) update 3012, Facility Upgrade/Modification/Repair, Design and Construction (Fixed-price Indefinite delivery, Indefinite quantity, and increase contract value for facility task orders for CLIN 2012 and CLIN 3012.

A. Revise page 18, Section B, Article 2.5, Facility Upgrade/Modification/Repair, Design, and Construction (Fixed-price, Indefinite delivery, Indefinite quantity), CLIN 2012, is updated to include new task orders and adjusted task orders. Facility task order total for CLIN 2012 is changed from **$8,135,780.00 to $8,947,025, an increase of $811,245**.

Table changed from:

Task Order Number	Description	Firm-Fixed Price
TO 2007 thru Mod. 1	Bdlg. 840 Office Modifications	$ 117,327
TO 2009	Bldg. 836 Restroom Modifications	$ 497,988
TO 2010	Bldg. 836 HVAC	$ 3,163,613
TO 2011	Sidewalk Lighting & Antenna Pad Installation	$ 66,638
TO 2012	Bldg. 836 Mezzanine Duct Modifications	$ 7,715
TO 2013	Bldg. 836 Electrical Study	$ 19,999
TO 2014	Bldg. 836 Generator/UPS Replacement	$ 1,305,348
TO 2015	Temporary Modular Offices Adjacent Bldg. 836	$ 128,562
TO 2016	Bldg. 836 Roof & Doors	$ 2,828,590
Total		**$ 8,135,780**

Table changed to:

TO 2007 thru Mod 1	Bdlg. 840 Office Modifications	$ 117,327
TO 2009	Bldg. 836 Restroom Modifications	$ 497,988
TO 2010 thru Mod 15	Bldg. 836 HVAC	$ 3,301,875
TO 2011	Sidewalk Lighting & Antenna Pad Installation	$ 66,638
TO 2012	Bldg. 836 Mezzanine Duct Modifications	$ 7,715
TO 2013	Bldg. 836 Electrical Study	$ 19,999
TO 2014 thru Mod 7	Bldg. 836 Generator/UPS Replacement	$ 1,510,598
TO 2015 with Option 1, 2, & 3	Temporary Modular Offices Adjacent Bldg. 836	$ 155,115
TO 2016 thru Mod 6	Bldg. 836 Roof & Doors	$ 2,962,334
TO 2017 thru Mod 1	Bldg. 836 Interior Finishes & Furnishings Study	$ 152,055
TO 2018 thru Mod 1	Bldg. 836 TM Lab Electrical Distribution Upgrade	$ 155,381
Total		$ 8,947,025

B. Page 18.3, Section B, Table B-2.6, Summary Option Period 1 (FY 2006 thru FY 2008), is revised to incorporate the change to CLIN 2012 (increased by $811,245). This change increases "Total Estimated Contract Value" for Option 1 from **$93,956,816.82 to $94,768,060.82.**

Table changed from:

FIXED-PRICE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$ 23,148,050.96
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$ 1,352,113.05
FIXED-PRICE: S&MA	CLIN 2003	$ 6,632,363 04
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 2003	$ 361,494.90
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 2008	$ 1,019,809.59
CAP AND TRAVEL	CLINS 2009 &2010	$ 5,022,424.00
ESTIMATED COST – SOW 10.0	CLIN 2011	$ 43,571,289.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 2011	$ 2,544,492.28
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 2012	$ 8,135,780.00
MAINTENANCE AND REPAIR C&T	CLIN 2013	$ 608,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 2014	$ 170,000.00
IT CAP	CLIN 2015	$ 100,000.00
IT CAP-MAL	CLIN 2016	$ 1,291,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 2002 – 2015	$ **93,956,816.82**

Table changed to:

FIXED-PRICE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$ 23,148,050.96
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 2002, 2004, 2005, 2006 & 2007	$ 1,352,113.05
FIXED-PRICE: S&MA	CLIN 2003	$ 6,632,363.04
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 2003	$ 361,494.90
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 2008	$ 1,019,809.59
CAP AND TRAVEL	CLINS 2009 &2010	$ 5,022,424.00
ESTIMATED COST – SOW 10.0	CLIN 2011	$ 43,571,289.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 2011	$ 2,544,492.28
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 2012	$ 8,947,025.00
MAINTENANCE AND REPAIR C&T	CLIN 2013	$ 608,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 2014	$ 170,000.00
IT CAP	CLIN 2015	$ 100,000.00
IT CAP-MAL	CLIN 2016	$ 1,291,000 00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 2002 – 2015	$ **94,768,061.82**

C. Revised page 25.1 and 26, Section B, Article 3.5, Facility Upgrade/Modification/Repair, Design, and Construction (Fixed-price, Indefinite delivery, Indefinite quantity), CLIN 3012, is updated incorporate new task orders. The amount of the task orders issued is **$606,291**.

Table added:

TO 2020	Bldg. 840, Room 213 Modification	$ 96,904
TO 2021	Bldg. 836 Revitalization of Electrical Distribution System	$ 463,844
TO 2022	Bldg. 836, Lab 1 Area, Removable Wall Project	$ 45,543
Total		**$ 606,291**

B. Page 26.3, Section B, Table B-3.5, Summary Option Period 2 (FY 2009 thru FY 2011), is revised to incorporate the facility task orders issued to CLIN 3012 (increased by $606,291). This change increases "Total Estimated Contract Value" for Option 2 from **$90,384,022.28 to $90,990,313.28.**

Table changed from:

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182 04
MAXIMUM AVAILABLE AWARD FEE· OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 1,492,957.00
FIXED-PRICE: S&MA	CLIN 3003	$ 7,505,649.96
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 3003	$ 443,819.85
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,054,979.00
ESTIMATED COST – SOW 10.0	CLIN 3011	$ 45,161,230.00
MAXIMUM AVAILABLE AWARD FEE· SOW 10 0	CLIN 3011	$ 2,705,204.43
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 560,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000.00
IT CAP	CLIN 3015	$ 315,000.00
IT CAP-MAL	CLIN 3016	$ 2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$ 90,384,022.28

Table changed to:

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 1,492,957.00
FIXED-PRICE: S&MA	CLIN 3003	$ 7,505,649.96
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 3003	$ 443,819.85
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,054,979.00
ESTIMATED COST – SOW 10.0	CLIN 3011	$ 45,161,230.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 3011	$ 2,705,204.43
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	$ 606,291.00
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 560,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000.00
IT CAP	CLIN 3015	$ 315,000.00
IT CAP-MAL	CLIN 3016	$ 2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$ 90,990,313.28

C. Remove Section B, pages 18, 18.3, 25.1, 26, and 26.3 and replace them with the attached revised pages 18, 18.3, 25.1, 26, and 26.3.

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

E. Contractor's Statement of Release:

In consideration of the modification agreed to herein, the contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to this adjustment.

The Government reserves the right to order Facility Upgrade/Modification/Repair, Design and Construction projects under this CLIN. The Contracting Officer may order the services any time by written notice to the Contractor from 10/01/2005 through 09/30/2008. The Contractor shall provide the necessary effort in accordance with SOW 11.0

** To be determined*

Task/delivery orders for facilities modifications, design, and/or construction may be issued to the Contractor at the sole discretion of the Contracting Officer. It is agreed that work requests for Facility Upgrade/Modification/Repair, Design and Construction items may be issued as fixed price task orders during the term of the contract, and that the Government has no obligation to issue any such work request. In the event any such task/delivery orders are issued, they will in accordance with task ordering procedures in Section H.

TO 2007 thru Mod 1	Bdlg. 840 Office Modifications	$	117,327
TO 2009	Bldg. 836 Restroom Modifications	$	497,988
TO 2010 thru Mod 15	Bldg. 836 HVAC	$	3,301,875
TO 2011	Sidewalk Lighting & Antenna Pad Installation	$	66,638
TO 2012	Bldg. 836 Mezzanine Duct Modifications	$	7,715
TO 2013	Bldg. 836 Electrical Study	$	19,999
TO 2014 thru Mod 7	Bldg. 836 Generator/UPS Replacement	$	1,510,598
TO 2015 with Option 1, 2, & 3	Temporary Modular Offices Adjacent Bldg. 836	$	155,115
TO 2016 thru Mod 6	Bldg. 836 Roof & Doors	$	2,962,334
TO 2017 thru Mod 1	Bldg. 836 Interior Finishes & Furnishings Study	$	152,055
TO 2018 thru Mod 1	Bldg. 836 TM Lab Electrical Distribution Upgrade	$	155,381
Total		**$**	**8,947,025**

2.6 Maintenance and Repair of ELVIS Operated Communication & Telemetry Equipment Exceeding $500

The contractor is responsible for Maintenance and Repair (MAR) of all Section J, Attachment J-4a, Installation Accountable Property (IAP), supporting Statement of Work Section 7.1.3, Communications and Telemetry. MAR costs which exceed $500 shall be coordinated with the NASA technical monitor to accomplish a cost-effective and prompt repair The contractor shall have written concurrence from the Government-assigned technical monitor prior to authorizing maintenance or repair activities, which exceed $500 The contractor will be reimbursed for MAR that exceeds $500 for incurred costs on a non-fee-bearing basis in accordance with the clause in Section I, FAR 52.216-11, Cost Contract – No Fee (APR 1984). The contractor shall retain original vendor receipts and furnish them to the contracting officer upon request to substantiate billing. MAR will be reimbursed on actual cost and is excluded from input to the cost base upon which the award fee pool is calculated.

Table B-2.6 *Summary Option Period 1 (FY 2006 thru FY 2008)*

MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 2003	$	
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 2008	$	1,019,809 59
CAP AND TRAVEL	CLINS 2009 &2010	$	5,022,424 00
ESTIMATED COST – SOW 10.0	CLIN 2011	$	43,571,289.00
MAXIMUM AVAILABLE AWARD FEE SOW 10 0	CLIN 2011	$	
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 2012	$	8,947,025.00
MAINTENANCE AND REPAIR C&T	CLIN 2013	$	608,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 2014	$	170,000.00
IT CAP	CLIN 2015	$	100,000.00
IT CAP-MAL	CLIN 2016	$	1,291,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 2002 – 2015	$	

OPTION 2 – Expendable Launch Vehicle Integrated Support. The Government reserves the right to exercise an option for a 3-year performance period. The Contracting Officer will exercise options in accordance with the procedures at FAR subpart 17.2

(Performance Period: October 1, 2008 – September 30,2011)

3.1 Contract Core Requirements (Fixed Price Award Fee)

The Contractor shall provide the necessary services to accomplish the following technical services in accordance with the SOW Pricing for Section 1 0 of the SOW is deemed to be included in the CLIN prices below

Table 3.4 Total Estimated Cost by FY and Award Fee Period

Award Fee Period	Start	End	Total Estimated Cost	Maximum Award Fee	Total Amount
14th Period	10/01/08	03/31/09	$7,449,270.50		
15th Period	04/01/09	09/30/09	$7,315,492.50		
	FY 09 Total		**$14,764,763.00**		$ 0
16th Period	10/01/09	03/31/10	$7,540,944.50		
17th Period	04/01/10	09/30/10	$7,512,385 50		
	FY 10 Total		**$15,053,330.00**		$
18th Period	10/01/10	03/31/11	$7,677,443.50		
19th Period	04/01/11	04/30/11	$7,665,693.50		
	FY 11 Total		**$15,343,137.00**		$
	Total Option 2 Period		**$45,161,230.00**	$	$

3.5 Facility Upgrade/Modification/Repair, Design and Construction. (Fixed-price, Indefinite-delivery, Indefinite-quantity)

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	Total Estimated Amount
3012	**Facility Upgrade/Modification/Repair, Design and Construction in accordance with SOW 11.**	**As Ordered**	**JOB**	**$TBD***

The Government reserves the right to order Facility Upgrade/Modification/Repair, Design and Construction projects under this CLIN. The Contracting Officer may order the items/services any time by written notice to the Contractor from 10/01/2008 through 09/30/2011. The Contractor shall provide the items/services necessary in accordance with SOW 11.0.

Task/delivery orders for facilities modifications, design, and/or construction may be issued to the Contractor at the sole discretion of the contracting officer It is agreed that work requests for Facility Upgrade/Modification/Repair, Design and Construction items may be issued as fixed price task orders during the term of the contract, and that the Government has no obligation to issue any such work request In the event any such task/delivery orders are issued, they will in accordance with task ordering procedures in Section H.

TO 2020	Bldg. 840, Room 213 Modification	$ 96,904
TO 2021	Bldg. 836 Revitalization of Electrical Distribution System	$ 463,844
TO 2022	Bldg. 836, Lab 1 Area, Removable Wall Project	$ 45,543
Total		**$ 606,291**

3.6 Maintenance and Repair of ELVIS Operated Communication & Telemetry Equipment Exceeding $500

The contractor is responsible for Maintenance and Repair (MAR) of all Section J, Attachment J-4a, Installation Accountable Property (IAP), supporting Statement of Work, Section 7.1.3, Communications and Telemetry. MAR costs which exceed $500 shall be coordinated with the NASA technical monitor to accomplish a cost-effective and prompt repair. The contractor shall have written concurrence from the Government-assigned technical monitor prior to authorizing maintenance or repair costs, which exceed $500. The contractor will be reimbursed for MAR that exceeds $500 for incurred costs on a non-fee-bearing basis in accordance with the clause in Section I, FAR 52.216-11, Cost Contract – No Fee (APR 1984). The contractor shall retain original vendor receipts and furnish them to the contracting officer upon request to substantiate billing. MAR will be reimbursed on actual cost and is excluded from input to the cost base upon which the award fee pool is calculated.

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QTY	UNIT	TOTAL ESTIMATED AMOUNT
3013	**Communication and Telemetry Maintenance and Repair that Exceed $500 (MAR)** in accordance with the requirements of SOW paragraph 7.1.3	-	-	*See Note 1*
3013A	**MAR (FY 09)**	**12**	**MO**	**$ 210,000 (NTE)**
3013B	MAR (FY 10)	**12**	**MO**	**$ 175,000 (NTE)**
3013C	MAR (FY 11)	**12**	**MO**	**$ 175,000 (NTE)**

NOTE 1: Cost Basis (Non-Fee-Bearing) Maintenance and Repair that Exceeds $500.

The Not-To-Exceed (NTE) amount is the ceiling for the cost-reimbursable line items. Maintenance and Repair will be reimbursed for incurred costs on a non-fee bearing basis. All maintenance and repair that exceed $500 must be authorized by the contract and is subject to a determination by the contracting officer that it is allocable to the contract and reasonably necessary.

Table B-3.5 Summary Option Period 2 (FY 2009 thru FY 2011)

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
MAXIMUM AVAILABLE AWARD FEE OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$
FIXED-PRICE: S&MA	CLIN 3003	$ 7,505,649 96
MAXIMUM AVAILABLE AWARD FEE S&MA	CLIN 3003	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,054,979 00
ESTIMATED COST – SOW 10.0	CLIN 3011	$ 45,161,230.00
MAXIMUM AVAILABLE AWARD FEE. SOW 10 0	CLIN 3011	$
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	$ 606,291 00
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 560,000.00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000.00
IT CAP	CLIN 3015	$ 315,000.00
IT CAP-MAL	CLIN 3016	$ 2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$

B-2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988) (CLIN 0001)

The total firm fixed price for CLIN 0001 of this contract is $ 00.00

(End of Clause)

B-3 AWARD FEE

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount on the basis of performance during the evaluation periods

(b) The amount of award fee earned by the contractor under fixed price CLINs 1002-1007, 2002-2007, 3002-3007 and cost-plus CLINs 1011, 2011 and 3011 shall be determined in accordance with the Performance Evaluation Plan, Section J, Attachment J-6

(c) The maximum available award fee, excluding base fee, if any, is reflected in Tables B-3 and B-3a below. A portion of the total available award fee (both fixed price and cost-plus) in the schedule is allocated to each evaluation period. This allocation is in equal distributions of fee among the periods.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
221	See Block 16C	4200315567	ELVIS

6 ISSUED BY CODE KSC	7 ADMINISTERED BY (If other than Item 6) CODE KSC
NASA/John F. Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
ANALEX CORP 2677 Prosperity Avenue, Suite 400 Fairfax VA 22031-4906	(x)	9A AMENDMENT OF SOLICITATION NO
		9B DATED (SEE ITEM 11)
	X	10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026
CODE / FACILITY CODE		10B DATED (SEE ITEM 13) 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $418,007.35

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) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract:

Obligated Amount of this modification: $418,007.35
New Total Obligated for this award: $217,587,156.73
Incrementally Funded through May 13, 2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA Lisa Morales (Signature of Contracting Officer)	16C DATE SIGNED 9/29/09

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $418,007.35
New Total Obligated Amount for this Award: $217,587,156.73
Incrementally Funded through May 13, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $91,325,705.25 to $91,501,268.33, an increase of $175,563.08. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852 232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $115,969,320.29 to $116,195,462.27, an increase of $226,141.98. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from 9,797,356.65 to $9,874,123.84 to $9,890,426.13, an increase of $16,302.29. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $217,169,149.38 to $217,587,156.73, an increase $418,007.35.

E. Contract Section G, Table G-1 is revised to include the increase to fixed-price contract value from Modification 220 in the amount of $1,417,536.00.

F All funding is adequate through May 13, 2010.

G. Remove Section G, pages 39, 39.3, 41.3, and 41.7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7.

H All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

(i) Building maintenance for facilities occupied by Contractor personnel

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention· Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$91,501,268.33** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 204		$ 2,603,170.36	10/8/09
Mod 205		$ 3,026,794.93	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245 88	12/5/09
Mod 210	$ 457,289 95		
Mod 212		$ (205,505.99)	12/29/09
Mod 213		$ 237,423 84	12/29/09
Mod 214		$ 323,968.05	1/6/09
Mod 216		$ 4,051,546.96	4/13/10
Mod 217		$ (393,354 04)	5/17/10
Mod 218		$ (307,951.56)	5/8/10
Mod 220	$ 1,417,536 00		
Mod 221		$ 175,563 08	5/13/10
Cumulative Total	**$ 103,639,051.90**	**$ 91,501,268.33**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod Number	Increase to Cost Reimbursable Contract Value	Contract Funding Increase	Adequate Thru Date
Up to Mod 198	$ 147,498,876.00	$ 101,060,471.59	
Mod 201		$ 467,674 56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106.41	12/2/09
Mod 208	$ 20,000 00		
Mod 209		$ 216,831 78	12/5/09
Mod 212		$ 822,023 94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Mod 214		$ 409,222.80	1/6/10
Mod 216		$ 4,720,164.99	4/10/10
Mod 217		$ 1,692,827 21	5/17/10
Mod 218		$ (396,670.94)	5/8/10
Mod 221		$ 226,141.98	5/13/10
Cumulative Total	**$ 147,588,255.00**	**$ 116,195,462.27**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283 03	
Mod 207		$ 167,603 26	12/2/09
Mod 208	$		
Mod 209		$ 33,494 34	12/5/09
Mod 212		$ 205,505.99	12/29/09
Mod 213		$ 4,946 33	12/29/09
Mod 214		$ 24,629 15	1/6/10
Mod 216		$ 323,894 55	4/10/10
Mod 217		$ 105,362 69	5/17/10
Mod 218		$ (28,595 50)	5/8/10
Mod 221		$ 16,302 29	5/13/10
Cumulative Totals	**$**	**$ 9,890,426.13**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 222

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200317555

5. PROJECT NO. (If applicable) ELVIS

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1002026

10B. DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $422,078.06

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) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract:

Obligated Amount for this Modification: $422,078.06
New Total Obligated Amount for this Award $218,009,234.79
Incremental Funded through May 14, 2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)

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

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

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

16C. DATE SIGNED 10/28/09

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $422,078.06
New Total Obligated Amount for this Award: $218,009,234.79
Incrementally Funded through May 14, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $91,501,268.33 to $91,648,995.65, an increase of $147,727.32. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $116,195,462.27 to $116,464,325.99, an increase of $268,863.72. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from 9,797,356.65 to $9,890,426.13 to $9,895,913.15, an increase of $5,487.02. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $217,587,156.73 to $218,009,234.79, an increase $422,078.06.

E. All funding is adequate through May 14, 2010.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$91,648,995.65** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 205		$ 3,026,794.93	12/1/09
Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Mod 212		$ (205,505.99)	12/29/09
Mod 213		$ 237,423.84	12/29/09
Mod 214		$ 323,968.05	1/6/09
Mod 216		$ 4,051,546.96	4/13/10
Mod 217		$ (393,354.04)	5/17/10
Mod 218		$ (307,951.56)	5/8/10
Mod 220	$ 1,417,536.00		
Mod 221		$ 175,563.08	5/13/10
Mod 222		$ 147,727.32	5/14/10
Cumulative Total	**$ 103,639,051.90**	**$ 91,648,995.65**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Up to Mod 198	$ 147,498,876.00	$ 101,060,471.59	
Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106.41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831.78	12/5/09
Mod 212		$ 822,023.94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Mod 214		$ 409,222.80	1/6/10
Mod 216		$ 4,720,164.99	4/10/10
Mod 217		$ 1,692,827.21	5/17/10
Mod 218		$ (396,670.94)	5/8/10
Mod 221		$ 226,141.98	5/13/10
Mod 222		$ 268,863.72	5/14/10
Cumulative Total	**$ 147,588,255.00**	**$ 116,464,325.99**	

(End of Clause)

Mod No	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 206	$	$ 9,037,283 03	
Mod 207		$ 167,603 26	12/2/09
Mod 208	$		
Mod 209		$ 33,494 34	12/5/09
Mod 212		$ 205,505 99	12/29/09
Mod 213		$ 4,946 33	12/29/09
Mod 214		$ 24,629 15	1/6/10
Mod 216		$ 323,894 55	4/10/10
Mod 217		$ 105,362 69	5/17/10
Mod 218		$ (28,595.50)	5/8/10
Mod 221		$ 16,302 99	5/13/10
Mod 221		$ 16,302 29	5/14/10
Cumulative Totals	$	$ **9,906,729.12**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
223	See Block 16C	N/A	ELVIS

6 ISSUED BY	CODE KSC	7 ADMINISTERED BY (If other than Item 6)	CODE KSC
SA/John F. Kennedy Space Center ice of Procurement il Code: OP-LS Kennedy Space Center FL 32899		NASA/Kennedy Space Center Office of Procurement Mail Code: OP-LS Kennedy Space Center FL 32899	

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

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) Unilateral pursuant to NFS 1852.216-76, Award Fee for Service Contract

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

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

The purpose of thie modification is to reflect the Fee Determination Officials award for Analex performance of the Expendable Launch Vehicle Integration Support contract for the Fifteenth Award Fee Evaluation Period from April 1, 2009 through September 30, 2009. The overall rating was Excellent for a score of 99%. The S&MA rating was Excellent for a score of 93%. The total Earned Award Fee for the Fifteen Award Fee Evaluation Period is $742,989.56.

LIST OF CHANGES:
Total Amount for this Modification: -$11,894.95
New Contract Value Total: $263,758,434.71

EARNED AWARD FEE
PLEASE EXPEDITE

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		Lisa Morales (Signature of Contracting Officer)	11/03/2009

Item No. 14 (Continued)

A. The purpose of this modification is to reflect the Fee Determination Official's award for Analex performance of the Expendable Launch Vehicle Integrated Support contract for the Fifteenth Award Fee Evaluation Period from April 1, 2009 through September 30, 2009. The total Earned Award Fee for the Fifteenth Award Fee Evaluation Period is **$742,989.56**.

B. Provisional award fee payments disbursed during Award Fee Period 15 totaled $566,163.38 and should not be included in the contractor's final Period 15 Award Fee payment. **The final Earned Award Fee payment due the contractor for Period 15 Award Fee is $176,826.18.**

C. Section B, Table B-3.5, Summary Option Period 2 (FY 2009 thru FY 2011), is revised to reflect the decreases for unearned award fee, which are a decrease in "Maximum Available Award Fee: Overall" of $2,435.20, a decrease in "Maximum Available Award Fee: S&MA" of $5,070.45, a decrease in "Maximum Available Award Fee: SOW 10.0" of $4,389.30, all of which resulted in a decrease in "Total Estimated Contract Value" of $11,894.95, as indicated by the following changes:

Maximum Available Award Fee: Overall	$ 1,492,957.00	$ 1,490,521.80	$ (2,435 20)
Maximum Available Award Fee: S&MA	$ 443,819.85	$ 438,749 40	$ (5,070 45)
Maximum Available Award Fee: SOW 10.0	$ 2,705,204.43	$ 2,700,815.13	$ (4,389 30)
Total Estimated Contract Value:	$ 90,332,446.00	$ 90,320,551 05	$ (11,894 95)

D. Section B, Table B-3a, Available and Earned Fee (from Period 7 and thereafter), is revised to reflect the contractor's Earned Fee for Period 14 of **$742,989.56** as follows:

OPTION 2										
15	9/30/2009	$682,449.76	$ 72,435.00	Excellent	99	$675,625.26	Excellent	93	$67,364 55	223

E. Section G, Table G-3, Contract Funding for Award Fee, is revised to reflect the decrease to Maximum Available Award Fee of $11,894.95, which changes the Cumulative Total from $12,498,022.76 to $12,486,127.81 as follows:

Mod Number	MAX Avail AF	Contract Funding Increase	Adequate Thru Date
Subtotal thru Mod 222	$ 12,498,022.76	$ 9,895,913.85	
Mod 223	$ (11,894.95)		
Cumulative Totals	**$ 12,486,127.81**	**$ 9,895,913.85**	

F. As a result of the above changes, pages 26.3, 27, and 41.7 of the contract are hereby deleted and replaced with the revised attached pages 26.3, 27, and 41.7.

G. All other terms and conditions of the contract remain unchanged.

Table B-3.5 Summary Option Period 2 (FY 2009 thru FY 2011)

FIXED-PRICE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$ 24,923,182.04
MAXIMUM AVAILABLE AWARD FEE: OVERALL	CLINS 3002, 3004, 3005, 3006 & 3007	$
FIXED-PRICE: S&MA	CLIN 3003	$ 7,505,649.96
MAXIMUM AVAILABLE AWARD FEE: S&MA	CLIN 3003	$
MISSION DIRECT/FLEET SUPPORT (IDIQ)	CLIN 3008	
CAP AND TRAVEL	CLINS 3009 & 3010	$ 5,054,979.00
ESTIMATED COST – SOW 10.0	CLIN 3011	$ 45,161,230.00
MAXIMUM AVAILABLE AWARD FEE: SOW 10.0	CLIN 3011	$
FACILITY UPGRADE/MODIFICATION/ REPAIR, DESIGN AND CONSTRUCTION (IDIQ)	CLIN 3012	$ 606,291.00
MAINTENANCE AND REPAIR C&T	CLIN 3013	$ 560,000 00
MAINTENANCE AND REPAIR AT VAFB	CLIN 3014	$ 135,000.00
IT CAP	CLIN 3015	$ 315,000 00
IT CAP-MAL	CLIN 3016	$ 2,087,000.00
TOTAL ESTIMATED CONTRACT VALUE	CLINS 3002 – 3016	$

B-2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988) (CLIN 0001)

The total firm fixed price for CLIN 0001 of this contract is $ 00.00 .

(End of Clause)

B-3 AWARD FEE

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount on the basis of performance during the evaluation periods

(b) The amount of award fee earned by the contractor under fixed price CLINs 1002-1007, 2002-2007, 3002-3007 and cost-plus CLINs 1011, 2011 and 3011 shall be determined in accordance with the Performance Evaluation Plan, Section J, Attachment J-6.

(c) The maximum available award fee, excluding base fee, if any, is reflected in Tables B-3 and B-3a below. A portion of the total available award fee (both fixed price and cost-plus) in the schedule is allocated to each evaluation period. This allocation is in equal distributions of fee among the periods.

MAXIMUM AVAILABLE AWARD FEE ADJUSTMENTS Tables B-3 and B-3a are adjusted for any Fixed Price, SMA Fixed Price or Cost CLIN increases or decreases in scope Once the period has ended and the Award Fee Score has been determined by the Award Fee Board Members, unearned award fee is adjusted on the summary option pages 10.2 (Basic), 18 3 (Option 1), or 26 3 (Option 2) as well as the tables below

Table B-3 Available and Earned Fee (through Period 6)

Period	Evaluation Period	Maximum Available Fee	Earned Fee	Score	Rating	Mod No.
1	07/01/02 – 09/30/02					08
2	10/01/02 – 03/31/03					16
3	04/01/03 – 09/30/03					31
4	10/01/03 – 03/31/04					50
5	04/01/04 – 09/30/04					61
6	10/01/04 – 03/31/05					86

Table B-3a Available and Earned Fee (from Period 7 and thereafter)

7	04/01/05-09/30/05	$						103
			OPTION 1					
8	10/01/05-03/31/06							124
9	04/01/06-09/30/06							137
10	10/01/06-03/31/0							152
11	04/01/07-09/30/07	$						166
12	10/01/07-03/31/08	$						182
13	04/01/8-09/30/08	$						194
			OPTION 2					
14	10/01/08-03/31/09	$						206
15	04/01/09-09/30/09	$						223
16	10/01/09-03/31/10	$	TBD	TBD	TBD	TBD	TBD	TBD	
17	04/01/10-09/30/10	$	TBD	TBD	TBD	TBD	TBD	TBD	
18	10/01/10-03/31/11	$	TBD	TBD	TBD	TBD	TBD	TBD	
19	04/01/11-09/30/11	$	TBD	TBD	TBD	TBD	TBD	TBD	

Subtotal thru Mod 206	$ 12,539,235.69	$ 9,037,283.03	
Mod 207		$ 167,603.26	12/2/09
Mod 208	$ (41,212.93)		
Mod 209		$ 33,494.34	12/5/09
Mod 212		$ 205,505.99	12/29/09
Mod 213		$ 4,946.33	12/29/09
Mod 214		$ 24,629.15	1/6/10
Mod 216		$ 323,894.55	4/10/10
Mod 217		$ 105,362.69	5/17/10
Mod 218		$ (28,595.50)	5/8/10
Mod 221		$ 16,302.99	5/13/10
Mod 222		$ 5,487.02	5/14/10
Mod 223	$ (11,894.95)		
Cumulative Totals	**$ 12,486,127.81**	**$ 9,895,913.85**	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 / 1

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

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code. OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	
	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.222-41, Service Contract Act of 1965, As Amended (May 1989)
	D OTHER (Specify type of modification and authority)

E IMPORTANT Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office

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

The purpose of this modification is to incorporate new Department of Labor Wage Determinations The following wage determinations are hereby attached and incorporated in said contract. All other wage determinations are deleted in their entirety and replaced with the following:

WD No. 2009-0238, Revision 1, Dated 11/05/2009 (1 page)
WD No. 1995-0090, Revision 21, Dated 05/26/2009 (4 pages)
WD No. 2005--2117, Revision 9, Dated 10/07/2009 (10 pages)

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
S. RICHARD SCREDON SR. CONTRACT ADMINISTRATOR	Lisa Morales

CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
S. Richard Scredon (Signature of person authorized to sign)	10 nov '09	Lisa V Morales (Signature of Contracting Officer)	11/9/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53 243

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

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

Shirley F. Ebbesen
Director

Division of
Wage Determinations

Wage Determination No.: 2009-0238
Revision No.: 1
Date Of Last Revision: 11/05/2009

States: California, Florida

Area: California County of Santa Barbara

Florida County of Brevard

Employed on NASA contract for Expendable Launch Vehicle Integrated Services:

Collective Bargaining Agreement between Analex Corporation (Vandenberg Air Force Base) and Teamsters and Warehousemen Union Local No. 381, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, effective November 1, 2008 through October 31, 2011.

Collective Bargaining Agreement between Analex corporation and International Brotherhood of Electrical Workers AFL-CIO Local #2088, effective February 1, 2009 through January 31, 2012.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set

forth in the current collective bargaining agreement and modified extension agreement(s).

WD 95-0090 (Rev.-21) was first posted on www.wdol.gov on 06/02/2009
FL/HH/MS

****

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

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

Shirley F. Ebbesen, Director — Division of Wage Determinations

Wage Determination No: 1995-0090
Revision No: 21
Date Of Revision: 05/26/2009

State: California
Area: California Counties of San Luis Obispo, Santa Barbara

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
Food & Lodging:		
07041 - Cook I		11.45
07042 - Cook II		13.51
07070 - Dishwasher		8.78
07130 - Food Service Worker		9.30
07260 - Waiter/Waitress		8.78
11060 - Elevator Operator		8.78
11210 - Laborer, Grounds Maintenance		9.30
11240 - Maid or Houseman		9.30
99030 - Cashier		9.30
99050 - Desk Clerk	(see 1)	9.30
Halfway House & Residential Community Treatment:		
01011 - Accounting Clerk I		11.40
01012 - Accounting Clerk II		12.42
01111 - General Clerk I		10.58
01311 - Secretary I		13.07
01611 - Word Processor I		10.58
07041 - Cook I		11.45
07042 - Cook II		13.51
07070 - Dishwasher		8.78
07130 - Food Service Worker		9.30
11150 - Janitor		9.30
11210 - Laborer, Grounds Maintenance		9.30
11240 - Maid or Houseman		9.30
23370 - General Maintenance Worker		12.14
27101 - Guard I		10.81
27102 - Guard II		11.46
99050 - Desk Clerk	(see 1)	10.58
Moving & Storage:		
21020 - Forklift Operator		11.45
21050 - Material Handling Laborer		9.88
21110 - Shipping Packer		11.45
21410 - Warehouse Specialist		11.45
31361 - Truckdriver, Light		11.45
31362 - Truckdriver, Medium		12.14
31363 - Truckdriver, Heavy		12.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 4.174)

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

1) Rates are applicable only under the appropriate occupational category.

** 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage

determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

WD 05-2117 (Rev.-9) was first posted on www.wdol.gov on 10/13/2009

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

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

Shirley F. Ebbesen
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2117
Revision No.: 9
Date Of Revision: 10/07/2009

State: Florida

Area: Florida Counties of Brevard, Indian River

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.70
01012 - Accounting Clerk II		14.60
01013 - Accounting Clerk III		18.43
01020 - Administrative Assistant		19.20
01040 - Court Reporter		16.31
01051 - Data Entry Operator I		11.69
01052 - Data Entry Operator II		13.31
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.71
01090 - Duplicating Machine Operator		12.71
01111 - General Clerk I		12.38
01112 - General Clerk II		13.39
01113 - General Clerk III		14.93
01120 - Housing Referral Assistant		17.45
01141 - Messenger Courier		11.29
01191 - Order Clerk I		11.55
01192 - Order Clerk II		13.60
01261 - Personnel Assistant (Employment) I		13.60
01262 - Personnel Assistant (Employment) II		15.04
01263 - Personnel Assistant (Employment) III		17.12
01270 - Production Control Clerk		18.69
01280 - Receptionist		10.84
01290 - Rental Clerk		12.83
01300 - Scheduler, Maintenance		14.20
01311 - Secretary I		14.20
01312 - Secretary II		15.65
01313 - Secretary III		17.45
01320 - Service Order Dispatcher		14.82
01410 - Supply Technician		19.20
01420 - Survey Worker		16.31
01531 - Travel Clerk I		11.33
01532 - Travel Clerk II		12.24
01533 - Travel Clerk III		13.11
01611 - Word Processor I		12.21
01612 - Word Processor II		13.16
01613 - Word Processor III		15.77
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.40
05010 - Automotive Electrician		17.29
05040 - Automotive Glass Installer		16.35
05070 - Automotive Worker		16.35

05110 - Mobile Equipment Servicer	14.76
05130 - Motor Equipment Metal Mechanic	17.98
05160 - Motor Equipment Metal Worker	16.35
05190 - Motor Vehicle Mechanic	17.98
05220 - Motor Vehicle Mechanic Helper	13.89
05250 - Motor Vehicle Upholstery Worker	15.79
05280 - Motor Vehicle Wrecker	16.35
05310 - Painter, Automotive	17.18
05340 - Radiator Repair Specialist	16.35
05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	17.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	11.12
07042 - Cook II	12.08
07070 - Dishwasher	7.86
07130 - Food Service Worker	10.11
07210 - Meat Cutter	14.25
07260 - Waiter/Waitress	9.09
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.08
09040 - Furniture Handler	12.39
09080 - Furniture Refinisher	15.76
09090 - Furniture Refinisher Helper	12.74
09110 - Furniture Repairer, Minor	14.28
09130 - Upholsterer	15.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.32
11060 - Elevator Operator	9.32
11090 - Gardener	12.29
11122 - Housekeeping Aide	11.00
11150 - Janitor	11.00
11210 - Laborer, Grounds Maintenance	10.30
11240 - Maid or Houseman	8.63
11260 - Pruner	9.37
11270 - Tractor Operator	12.00
11330 - Trail Maintenance Worker	10.30
11360 - Window Cleaner	12.07
12000 - Health Occupations	
12010 - Ambulance Driver	15.46
12011 - Breath Alcohol Technician	17.75
12012 - Certified Occupational Therapist Assistant	25.81
12015 - Certified Physical Therapist Assistant	24.67
12020 - Dental Assistant	15.19
12025 - Dental Hygienist	26.19
12030 - EKG Technician	17.72
12035 - Electroneurodiagnostic Technologist	17.72
12040 - Emergency Medical Technician	15.46
12071 - Licensed Practical Nurse I	15.85
12072 - Licensed Practical Nurse II	17.75
12073 - Licensed Practical Nurse III	19.67
12100 - Medical Assistant	12.15
12130 - Medical Laboratory Technician	17.28
12160 - Medical Record Clerk	14.62
12190 - Medical Record Technician	15.17
12195 - Medical Transcriptionist	14.09
12210 - Nuclear Medicine Technologist	30.91
12221 - Nursing Assistant I	10.98
12222 - Nursing Assistant II	12.35
12223 - Nursing Assistant III	13.47
12224 - Nursing Assistant IV	15.12

12235 - Optical Dispenser		17.11
12236 - Optical Technician		13.58
12250 - Pharmacy Technician		11.70
12280 - Phlebotomist		15.12
12305 - Radiologic Technologist		23.31
12311 - Registered Nurse I		22.67
12312 - Registered Nurse II		27.73
12313 - Registered Nurse II, Specialist		27.73
12314 - Registered Nurse III		33.55
12315 - Registered Nurse III, Anesthetist		33.55
12316 - Registered Nurse IV		40.22
12317 - Scheduler (Drug and Alcohol Testing)		21.89
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		17.52
13012 - Exhibits Specialist II		20.85
13013 - Exhibits Specialist III		23.37
13041 - Illustrator I		16.29
13042 - Illustrator II		19.38
13043 - Illustrator III		21.19
13047 - Librarian		22.41
13050 - Library Aide/Clerk		10.90
13054 - Library Information Technology Systems Administrator		20.85
13058 - Library Technician		15.05
13061 - Media Specialist I		15.05
13062 - Media Specialist II		16.55
13063 - Media Specialist III		17.31
13071 - Photographer I		14.25
13072 - Photographer II		16.29
13073 - Photographer III		20.18
13074 - Photographer IV		22.44
13075 - Photographer V		24.81
13110 - Video Teleconference Technician		14.31
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.15
14042 - Computer Operator II		18.06
14043 - Computer Operator III		20.14
14044 - Computer Operator IV		22.37
14045 - Computer Operator V		24.79
14071 - Computer Programmer I	(see 1)	21.07
14072 - Computer Programmer II	(see 1)	25.76
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.15
14160 - Personal Computer Support Technician		22.37
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.74
15020 - Aircrew Training Devices Instructor (Rated)		32.25
15030 - Air Crew Training Devices Instructor (Pilot)		35.00
15050 - Computer Based Training Specialist / Instructor		28.74
15060 - Educational Technologist		23.50
15070 - Flight Instructor (Pilot)		35.00
15080 - Graphic Artist		20.58
15090 - Technical Instructor		21.82
15095 - Technical Instructor/Course Developer		24.80
15110 - Test Proctor		17.90
15120 - Tutor		17.90
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		

16010 - Assembler	8.37
16030 - Counter Attendant	8.37
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.37
16090 - Presser, Hand	8.37
16110 - Presser, Machine, Drycleaning	8.37
16130 - Presser, Machine, Shirts	8.37
16160 - Presser, Machine, Wearing Apparel, Laundry	8.37
16190 - Sewing Machine Operator	11.12
16220 - Tailor	11.82
16250 - Washer, Machine	9.06
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.55
19040 - Tool And Die Maker	20.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.88
21030 - Material Coordinator	19.05
21040 - Material Expediter	19.05
21050 - Material Handling Laborer	10.51
21071 - Order Filler	11.67
21080 - Production Line Worker (Food Processing)	13.84
21110 - Shipping Packer	13.47
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.67
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	14.66
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.29
23021 - Aircraft Mechanic I	22.18
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.46
23040 - Aircraft Mechanic Helper	15.59
23050 - Aircraft, Painter	19.14
23060 - Aircraft Servicer	17.47
23080 - Aircraft Worker	18.35
23110 - Appliance Mechanic	18.09
23120 - Bicycle Repairer	13.08
23125 - Cable Splicer	24.84
23130 - Carpenter, Maintenance	17.98
23140 - Carpet Layer	16.71
23160 - Electrician, Maintenance	20.25
23181 - Electronics Technician Maintenance I	20.59
23182 - Electronics Technician Maintenance II	24.24
23183 - Electronics Technician Maintenance III	25.72
23260 - Fabric Worker	15.92
23290 - Fire Alarm System Mechanic	17.44
23310 - Fire Extinguisher Repairer	14.79
23311 - Fuel Distribution System Mechanic	19.18
23312 - Fuel Distribution System Operator	16.75
23370 - General Maintenance Worker	17.61
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	17.47
23382 - Ground Support Equipment Worker	18.35
23391 - Gunsmith I	17.56
23392 - Gunsmith II	20.20
23393 - Gunsmith III	22.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.49
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.55

23430 - Heavy Equipment Mechanic	18.85
23440 - Heavy Equipment Operator	16.89
23460 - Instrument Mechanic	19.20
23465 - Laboratory/Shelter Mechanic	20.21
23470 - Laborer	11.04
23510 - Locksmith	16.96
23530 - Machinery Maintenance Mechanic	21.72
23550 - Machinist, Maintenance	19.20
23580 - Maintenance Trades Helper	13.71
23591 - Metrology Technician I	19.20
23592 - Metrology Technician II	20.31
23593 - Metrology Technician III	21.39
23640 - Millwright	20.21
23710 - Office Appliance Repairer	18.13
23760 - Painter, Maintenance	17.34
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.66
23820 - Pneudraulic Systems Mechanic	19.20
23850 - Rigger	19.20
23870 - Scale Mechanic	17.01
23890 - Sheet-Metal Worker, Maintenance	19.20
23910 - Small Engine Mechanic	16.50
23931 - Telecommunications Mechanic I	24.15
23932 - Telecommunications Mechanic II	25.23
23950 - Telephone Lineman	19.95
23960 - Welder, Combination, Maintenance	18.14
23965 - Well Driller	19.20
23970 - Woodcraft Worker	19.20
23980 - Woodworker	13.88
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.32
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	10.53
24620 - Family Readiness And Support Services Coordinator	12.05
24630 - Homemaker	16.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.20
25040 - Sewage Plant Operator	18.17
25070 - Stationary Engineer	19.20
25190 - Ventilation Equipment Tender	13.71
25210 - Water Treatment Plant Operator	18.17
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.34
27007 - Baggage Inspector	11.76
27008 - Corrections Officer	18.77
27010 - Court Security Officer	18.77
27030 - Detection Dog Handler	17.09
27040 - Detention Officer	18.77
27070 - Firefighter	19.22
27101 - Guard I	11.76
27102 - Guard II	17.09
27131 - Police Officer I	20.03
27132 - Police Officer II	22.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.93
28042 - Carnival Equipment Repairer	12.21
28043 - Carnival Equpment Worker	8.22
28210 - Gate Attendant/Gate Tender	13.09
28310 - Lifeguard	11.66
28350 - Park Attendant (Aide)	14.64

28510 - Recreation Aide/Health Facility Attendant		10.69
28515 - Recreation Specialist		18.14
28630 - Sports Official		11.66
28690 - Swimming Pool Operator		14.79
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		17.91
29020 - Hatch Tender		17.91
29030 - Line Handler		17.91
29041 - Stevedore I		17.02
29042 - Stevedore II		19.05
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	26.69
30021 - Archeological Technician I		14.56
30022 - Archeological Technician II		16.54
30023 - Archeological Technician III		20.23
30030 - Cartographic Technician		19.71
30040 - Civil Engineering Technician		20.89
30061 - Drafter/CAD Operator I		12.87
30062 - Drafter/CAD Operator II		15.05
30063 - Drafter/CAD Operator III		18.21
30064 - Drafter/CAD Operator IV		20.11
30081 - Engineering Technician I		14.20
30082 - Engineering Technician II		17.04
30083 - Engineering Technician III		19.06
30084 - Engineering Technician IV		23.61
30085 - Engineering Technician V		28.89
30086 - Engineering Technician VI		32.88
30090 - Environmental Technician		18.78
30210 - Laboratory Technician		22.77
30240 - Mathematical Technician		19.22
30361 - Paralegal/Legal Assistant I		13.81
30362 - Paralegal/Legal Assistant II		18.68
30363 - Paralegal/Legal Assistant III		22.84
30364 - Paralegal/Legal Assistant IV		27.66
30390 - Photo-Optics Technician		19.71
30461 - Technical Writer I		18.88
30462 - Technical Writer II		23.10
30463 - Technical Writer III		27.95
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.34
30495 - Unexploded (UXO) Sweep Personnel		22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	18.21
30621 - Weather Observer, Senior	(see 2)	19.59
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.22
31030 - Bus Driver		11.65
31043 - Driver Courier		15.56
31260 - Parking and Lot Attendant		11.35
31290 - Shuttle Bus Driver		12.02
31310 - Taxi Driver		13.42
31361 - Truckdriver, Light		14.32
31362 - Truckdriver, Medium		15.11
31363 - Truckdriver, Heavy		15.18
31364 - Truckdriver, Tractor-Trailer		15.18
99000 - Miscellaneous Occupations		
99030 - Cashier		8.84

99050 - Desk Clerk	10.04
99095 - Embalmer	22.59
99251 - Laboratory Animal Caretaker I	10.25
99252 - Laboratory Animal Caretaker II	11.13
99310 - Mortician	22.59
99410 - Pest Controller	13.67
99510 - Photofinishing Worker	10.68
99710 - Recycling Laborer	12.76
99711 - Recycling Specialist	15.09
99730 - Refuse Collector	11.61
99810 - Sales Clerk	11.66
99820 - School Crossing Guard	10.48
99830 - Survey Party Chief	15.53
99831 - Surveying Aide	10.29
99832 - Surveying Technician	14.12
99840 - Vending Machine Attendant	13.23
99841 - Vending Machine Repairer	15.46
99842 - Vending Machine Repairer Helper	13.23

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 225

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. PR 4200320119

5. PROJECT NO. (If applicable) ELVIS

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1002026

10B. DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $769,840.61

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) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract:

Obligated Amount for this Modification: $769,840.61
New Total Obligated Amount for this Award: $218,779,075.40
Incremental Funded through May 24, 2010

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

15A. NAME AND TITLE OF SIGNER (Type or print)

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

15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)

15C. DATE SIGNED

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

16C. DATE SIGNED 11/19/09

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $769,840.61
New Total Obligated Amount for this Award: $218,779,075.40
Incrementally Funded through May 24, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $91,648,995.65 to $92,126,296.83, an increase of $477,301.18. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $116,464,325.99 to $116,726,071.80, an increase of $261,745.81. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Pursuant to NFS Clause 1852.232-81, Contract Funding, the total funds obligated for the Award Fee payments under this contract are changed from 9,797,356.65 to $9,895,913.15 to $9,926,706.77, an increase of $30,793.62. Contract Section G, Paragraph G-13, Table G-3, is revised to reflect this increase.

D. Total contract funding is changed from $218,009,234.79 to $218,779,075.40, an increase $769,840.61.

E. All funding is adequate through May 24, 2010.

F. Remove Section G, pages 39, 39.3, 41.3, and 41.7; and replace them with the attached revised pages 39, 39.3, 41.3, and 41.7.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$92,126,296.83** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule. until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 207		$ (1,516.77)	12/2/09
Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Mod 212		$ (205,505.99)	12/29/09
Mod 213		$ 237,423.84	12/29/09
Mod 214		$ 323,968.05	1/6/09
Mod 216		$ 4,051,546.96	4/13/10
Mod 217		$ (393,354.04)	5/17/10
Mod 218		$ (307,951.56)	5/8/10
Mod 220	$ 1,417,536.00		
Mod 221		$ 175,563.08	5/13/10
Mod 222		$ 147,727.32	5/14/10
Mod 225		$ 477,301.18	5/24/10
Cumulative Total	$ 103,639,051.90	$ 92,126,296.83	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod 201		$ 467,674.56	7/8/09
Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106.41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831.78	12/5/09
Mod 212		$ 822,023.94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Mod 214		$ 409,222.80	1/6/10
Mod 216		$ 4,720,164.99	4/10/10
Mod 217		$ 1,692,827.21	5/17/10
Mod 218		$ (396,670.94)	5/8/10
Mod 221		$ 226,141.98	5/13/10
Mod 222		$ 268,863.72	5/14/10
Mod 225		$ 261,745.81	5/24/10
Cumulative Total	**$ 147,588,255.00**	**$ 116,726,071.80**	

(End of Clause)

Mod 207		$ 167,603.26	12/2/09
Mod 208	$ (41,212.93)		
Mod 209		$ 33,494.34	12/5/09
Mod 212		$ 205,505.99	12/29/09
Mod 213		$ 4,946.33	12/29/09
Mod 214		$ 24,629.15	1/6/10
Mod 216		$ 323,894.55	4/10/10
Mod 217		$ 105,362.69	5/17/10
Mod 218		$ (28,595.50)	5/8/10
Mod 221		$ 16,302.29	5/13/10
Mod 222		$ 5,487.02	5/14/10
Mod 223	$ (11,894.95)		
Mod 225		$ 30,793.62	5/24/10
Cumulative Totals	$ 12,486,127.81	$ 9,926,706.77	

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES 1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
226	See Block 16C	PR 4200323557	ELVIS

6 ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

7 ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center FL 32899

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

ANALEX CORP
2677 Prosperity Avenue, Suite 400
Fairfax VA 22031-4906

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO NAS1002026

10B DATED (SEE ITEM 13) 06/05/2002

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $111,417.14

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) Pursuant to FAR 52.232-22, NFS 1852.232-77, and NFS 1852.232-81

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

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

The purpose of this modification is to provide incremental funding to the contract:

Obligated Amount for this Modification: $111,417.14
New Total Obligated Amount for this Award: $218,890,492.54
Incremental Funded through May 23, 2010

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lisa Morales	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA (Signature of Contracting Officer) Lisa Morales	16C DATE SIGNED 12/17/09

The purpose of this modification is to provide incremental funding to the contract.

LIST OF CHANGES:
Obligated Amount for this Modification: $111,417.14
New Total Obligated Amount for this Award: $218,890,492.54
Incrementally Funded through May 23, 2010

A. Pursuant to NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract), the total funds obligated for the Fixed-Price portion of this contract are changed from $92,126,296.83 to $92,159,721.97, an increase of $33,425.14. Contract Section G, paragraph G-11 and Table G-1 are revised to reflect this increase.

B. Pursuant to FAR Clause 52.232-22, Limitation of Funds, and NFS 1852.232-81, Contracting Funding, the total funds obligated for the Cost-Reimbursable portion of this contract are changed from $116,726,071.80 to $116,804,063.80, an increase of $77,992.00. Contract Section G, Paragraph G-12, Table G-2, is revised to reflect this increase.

C. Total contract funding is changed from 218,779,075.40 to $218,890,492.54, an increase $111,417.14.

E. All funding is adequate through May 23, 2010.

F. Remove Section G, pages 39, 39.3, and 41.3, and replace them with the attached revised pages 39, 39.3, and 41.3.

G. All other terms and conditions of the contract remain unchanged.

(f) Installation service facilities: ["None"].

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

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

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

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

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

(End of Clause)

G-10 CERTIFICATION FOR SERVICES AND/OR RECEIPT OF SUPPLIES (KSC 52.212-94) (SEP 1998)

Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer Technical Representative, COTR, Mail Code VA-B. The original and a copy of the certificate shall be forwarded by the certifying official without delay to the General Accounting, A/P, KSC, Attention: Code GG-B-C2. An information copy shall be furnished to the Contracting Officer, KSC, Attention: Code OP-LS.

(End of Clause)

G-11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)(MAR 1989) (MODIFIED)

(a) Of the total price of all fixed-price contract line items (CLINs) the sum of **$92,159,721.97** is presently available for payment and allotted to this contract It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted

SCHEDULE FOR ALLOTMENT OF FUNDS

Table G-1 CONTRACT FUNDING FOR FIXED-PRICE

Task Order / Mod No	Increase to FP Contract Value	Contract Funding Increase	Adequate Thru Date
At Award	$78,124,194.00	$1,387,584.00	8/31/2002
TO9400	$143,942.00	$143,942.00	9/30/2002
TO9700	$13,181.31	$13,181.31	9/30/2002
TO1001	$2,793.42		
TO1002	$5,830.40		
TO9800	$50,141.83	$50,141.83	
TO1003	$10,037.94		
TO 1004	$8,745.60		
Subtotal	$78,358,866.50	$1,594,849.14	

Mod 209		$ 102,245.88	12/5/09
Mod 210	$ 457,289.95		
Mod 212		$ (205,505.99)	12/29/09
Mod 213		$ 237,423.84	12/29/09
Mod 214		$ 323,968.05	1/6/09
Mod 216		$ 4,051,546.96	4/13/10
Mod 217		$ (393,354.04)	5/17/10
Mod 218		$ (307,951.56)	5/8/10
Mod 220	$ 1,417,536.00		
Mod 221		$ 175,563.08	5/13/10
Mod 222		$ 147,727.32	5/14/10
Mod 225		$ 477,301.18	5/24/10
Mod 226		$ 33,425.14	5/23/10
Cumulative Total	**$ 103,639,051.90**	**$ 92,159,721.97**	

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor , approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work

Mod 203	$ 69,379.00		
Mod 204		$ 4,070,715.48	10/8/09
Mod 205		$ 2,440,689.64	12/1/09
Mod 207		$ 213,106.41	12/2/09
Mod 208	$ 20,000.00		
Mod 209		$ 216,831.78	12/5/09
Mod 212		$ 822,023.94	12/29/09
Mod 213		$ 252,262.83	12/29/09
Mod 214		$ 409,222.80	1/6/10
Mod 216		$ 4,720,164.99	4/10/10
Mod 217		$ 1,692,827.21	5/17/10
Mod 218		$ (396,670.94)	5/8/10
Mod 221		$ 226,141.98	5/13/10
Mod 222		$ 268,863.72	5/14/10
Mod 225		$ 261,745.81	5/24/10
Mod 226		$ 77,992.00	5/23/10
Cumulative Total	**$ 147,588,255.00**	**$ 116,804,063.80**	

(End of Clause)