

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)  RATING DO-C9 PAGE 1 OF 35

2. CONTRACT NO. **NNA06CD65C** 3. SOLICITATION NO. **NNA21630R** 4. TYPE OF SOLICITATION **NEGOTIATED (RFP)** 5. DATE ISSUED **01/31/2006** 6. REQUISITION/PURCHASE NO. **4200121630**

7. ISSUED BY **NASA AMES RESEARCH CENTER ACQUISITION DIVISION, M/S 241-1 MOFFETT, FIELD, CA 94035-1000** CODE **JAC** 8. ADDRESS OFFER TO (If other than Item 7) **Attn: Jeff S. Brown**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Bldg 241** until **4:30 p.m.** local time, on **03/02/2006** (date). CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L., Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: **Jeff S. Brown** B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE **(650)** NUMBER **604** EXT. **4696** C. EMAIL ADDRESS **Jeffrey.S.Brown@nasa.gov**

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**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section 52-232-8)  10 CALENDAR DAYS 0% 20 CALENDAR DAYS 0% 30 CALENDAR DAYS 0% CALENDAR DAYS

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
1	02/03/2006		
2	03/01/2006		

15. NAME AND ADDRESS OF OFFEROR: **The Wackenhut Services, Inc. 7121 Fairway Drive, Suite 301 Palm Beach Gardens, Florida 33418** CODE **1D415** FACILITY **9702**

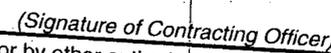
15B. TELEPHONE NO. **(561) 472-3606** 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: **James L. Long III Vice Chairman and CEO** 17. SIGNATURE  18. OFFER DATE **March 2, 2006**

19. ACCEPTED AS TO ITEMS NUMBERED 01-02 20. AWARD (To be completed by Government) **\$7,328,030** 21. ACCOUNTING AND APPROPRIATION **4200163866 Obligate: \$1,164,083.00**

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304(c) ( ) 41 U.S.C. 253(c) ( ) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) ITEM **25**

24. ADMINISTERED BY (If other than Item 7) **Jeff S. Brown, Contracting Officer Phone: (650)604-4696** CODE **JAC** 25. PAYMENT WILL BE MADE BY **NASA-Ames Research Center Accounting Operations Branch, M/S 203-18 Moffett Field, CA 94035-1000** CODE **CFS**

26. NAME OF CONTRACTING OFFICER (Type or print) **Marie E. Dorish, Contracting Officer** 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 

28. AWARD DATE **06/28/2006**

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. NSN 7540-01-152-8064 PREVIOUS EDITION NOT USABLE

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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)**

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW in Section J

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
<b>PHASE-IN PERIOD</b>					
01	Phase-In for the period set forth in Paragraph F.2(a).	1 LOT	[REDACTED]	[REDACTED]	\$83,842

**BASE PERIOD**

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
02	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(b).	1 LOT	[REDACTED]	[REDACTED]	\$7,244,188

(b) Pursuant to Section I, FAR 52-217-9, "Option to Extend the Term of the Contract", the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW in Section J.

**OPTION PERIOD ONE**

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
03	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(c).	1 LOT	[REDACTED]	[REDACTED]	\$7,488,351

**OPTION PERIOD TWO**

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
04	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(d).	1 LOT	[REDACTED]	[REDACTED]	\$7,725,730

**OPTION PERIOD THREE**

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
05	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(e).	1 LOT	[REDACTED]	B/X [REDACTED]	\$7,979,523

**OPTION PERIOD FOUR**

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
06	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(f).	1 LOT	[REDACTED]	B/X [REDACTED]	\$8,249,468

(End of Clause)

**B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)\***

PHASE-IN AND BASE PERIOD:

The estimated cost of this contract is [REDACTED]. The maximum available award fee, excluding base fee, if any, is [REDACTED]. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$7,328,030. B/X

OPTION PERIOD ONE:

The estimated cost of this contract is [REDACTED]. The maximum available award fee, excluding base fee, if any, is [REDACTED]. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$7,488,351. B/X

OPTION PERIOD TWO:

The estimated cost of this contract is [REDACTED]. The maximum available award fee, excluding base fee, if any, is [REDACTED]. The base fee is \$0. Total estimated cost base fee, and maximum award fee are \$7,725,730. B/X

OPTION PERIOD THREE:

The estimated cost of this contract is [REDACTED]. The maximum available award fee, excluding base fee, if any, is [REDACTED]. The base fee is \$0. Total estimated cost base fee, and maximum award fee are \$7,979,523. B/X

OPTION PERIOD FOUR:

The estimated cost of this contract is \$ [REDACTED] The maximum available award fee, excluding base fee, if any, is \$ [REDACTED] The base fee is \$0. Total estimated cost base fee, and maximum award fee are \$8,249,468.

(End of Clause)

**B.3 CONTRACT VALUE SUMMARY TABLE**

	Base Period	Option 1	Option 2	Option 3	Option 4	Total
Phase In	[REDACTED]	\$0	\$0	\$0	\$0	[REDACTED]
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Unearned Award Fee	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Earned Award Fee	TBD	TBD	TBD	TBD	TBD	TBD
Total CPAF	TBD	TBD	TBD	TBD	TBD	TBD

**B.4 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

- 1) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ [REDACTED] This allotment is for Fire Protection Services, Phase-in and Base Period, and covers the following estimated period of performance: July 1, 2006 through September 30, 2006
- 2) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of Clause)

[END OF SECTION]

NNA21630R

**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities (except as may be expressly stated in this contract as furnished by the Government) and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Statement of Work incorporated in Section J.

(End of Clause)

[END OF SECTION]

**SECTION D - PACKAGING AND MARKING**

**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

None included by reference.

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
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(End Of Clause)

[END OF SECTION]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST- REIMBURSEMENT

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
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(End Of Clause)

[END OF SECTION]

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
		(End Of Clause)

(End Of Clause)

**F.2 PERIOD OF PERFORMANCE (ARC 52.211-100) (JUL 1997)**

- (a) PHASE-IN PERIOD  
The Phase-In period of this contract shall begin on July 1, 2006, and continue through July 31, 2006.
- (b) BASE PERIOD  
The period of performance of this contract shall be from August 1, 2006, through July 31, 2007.
- (c) OPTION PERIOD ONE  
If exercised, the period of performance of option period one shall be from August 1, 2007, through July 31, 2008.
- (d) OPTION PERIOD TWO  
If exercised, the period of performance of option period two shall be from August 1, 2008, through July 31, 2009.
- (e) OPTION PERIOD THREE  
If exercised, the period of performance of option period two shall be from August 1, 2009, through July 31, 2010.
- (f) OPTION PERIOD FOUR  
If exercised, the period of performance of option four two shall be from August 1, 2009, through July 31, 2011.

(End of Clause)

**F.3 PLACE OF PERFORMANCE (ARC 52.237-90) (FEB 1997)**

The contractor shall perform the work under this contract at NASA-Ames Research Center at Moffett Field, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

**F.4 DELIVERY OF REPORTS (ARC 52.211-92)(FEB 1997)**

Unless otherwise specified, all reports shall be addressed to NASA-Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients, and in accordance with the following delivery schedule. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

Item	Report	Delivery Date	Qty	Recipient
(a)	Contractor Monthly Accident Report (Form ARC 15)	NLT five (5) working days following the month being reported	One (1) original	<a href="http://cmar/arc/nasa.gov/">http://cmar/arc/nasa.gov/</a>
(b)	NASA Mishap Report (NASA Form 1627)	Within one (1) working day of mishap occurrence	One (1) original	Occupational Safety, Health and Medical Services Office, M/S 218-1
(c)	Initial Financial Management Report (NASA Form 533Q)	NLT thirty (30) days after contract effective date	One (1) original (electronic)	CO, M/S 241-1
			One (1) copies (electronic)	COTR
			One (1) copy	Financial Management Division, M/S 203-17
			One (1) copy	Resource Management Office (RMO), M/S 201-2
(d)	Monthly Financial Management Report (NASA Form 533M)	NLT 10 working days following close of Contractor's monthly accounting period	One (1) original (electronic)	CO, M/S 241-1
			One (1) copy (electronic)	COTR,
			One (1) copy	Financial Management Division, M/S 203-17
			One (1) copy	RMO, M/S 201-2

Item	Report	Delivery Date	Qty copy	Recipient
(e)	Quarterly Financial Management Report (NASA Form 533Q)	NLT 15 <sup>th</sup> day of the month preceding the reporting period	One (1) (electronic)	CO, M/S 241-1
			One (1) (electronic)	COTR,
			One (1)	Financial Management Division, M/S 203-17
			One (1) copy	RMO, M/S 201-2
(f)	NASA Property in the Custody of Contractors (NF 1018)	IAW NFS 1852.245-73.	Orig	Deputy CFO/Finance, Code CF, M/S 203-10
			One (1) copy	Industrial Property Officer, Code JFS, M/S 255-2
			One (1) copy	CO, M/S 241-1
			One (1) copy	CO, M/S 241-1
(g)	Quarterly Report of Purchases	15 calendar days after the end of each quarter.	One (1) copy	CO, M/S 241-1
(h)	Phase-Out Plan	120 days prior to contract completion	One (1) copy	CO, JAC M/S 241-1
			One (1) copies	COTR,

**F.5 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

[END OF SECTION]

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
---------------	------	-------

None included by reference.

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT

(End Of Clause)

**G.2 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76) (JUN 2000)**

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning on the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the performance evaluation plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Government will allow payment based on issuance of unilateral modification by contracting officer.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the

Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at **Section B.2**. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments \_\_\_ TBD \_\_\_ [insert "will" or "will not", as applicable] be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a \_\_\_ TBD \_\_\_ [insert the frequency of provisional payments (not more often than monthly)] basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of \_\_\_ TBD \_\_\_ [insert a percent not to exceed 80 percent] or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments \_\_\_ TBD \_\_\_ [insert "will" or "will not", as appropriate] be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

### G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

**NASA-Ames Research Center  
Accounting Operations Branch, M/S 203-18  
Moffett Field, CA 94035-1000**

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

**DCAA**  
**14450 46th Street, Suite 106**  
**Clearwater, FL 33762**

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

[insert the mailing address for submission of fee vouchers]

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

**G.4 TECHNICAL DIRECTION (NFS 18-52.242-70) (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph

(b) above, the Contractor shall not proceed by shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

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

(End of Clause)

**G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71)  
(NOV 2004) (ALTERNATE I) (NOV 2004)**

(a) The Government property described in the clause at 1852.245-77, "List of Installation-Accountable Property and Services," shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

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

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

- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
  - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
  - (iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.
  - (iv) Contractor use of Government property at an off-site location and off-site subcontractor(s) use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.
- (3) The Contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(End of clause)

**G.6 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)**

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
- (b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.
- (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of clause)

#### **G.7 LIST OF GOVERNMENT-FURNISHED PROPERTY (NASA 1852.245-76) (OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified in SOW Appendix B and C of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at NASA-Ames Research Center at Moffett Field, and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End-Of-Clause)

**G.8 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997) (ARC FILL IN)**

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

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
  - (1) The Government retains accountability for this property under the clause at 1852.245-71, Installation- Accountable Government Property, regardless of its authorized location.
  - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation- Accountable Government Property.
  - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores: stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Computer time and storage to be made available to the Contractor for use in performance of this contract is identified on Attachment \_\_\_N/A\_\_\_. An identification number and all necessary operating and access instructions for the provided system(s) will be supplied to the Contractor within \_\_\_N/A\_\_\_ calendar days after the effective date of the contract. Questions concerning use or access of these system(s) should be directed to the NASA Project Manager.
- (f) Safety and fire protection for Contractor personnel and facilities.
- (g) Installation service facilities:
  - 1) Motor Pool
  - 2) Fitness Center facilities under the following conditions:
    - (i) Applications shall be submitted to, and shall be processed by, the support service contractor currently operating the Fitness Center for the Government.
    - (ii) The procedure for receiving and processing applications, obtaining a medical authorization from a licensed physician, and selection of applicants for participation will be similar to the procedure for Government employees.

- (iii) All individuals applying for participation shall sign a statement waiving the Government from any liability for personal injury during participation in Fitness Center activities.
- (i) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty. In all instances of severe injury, or sudden life threatening illness (e.g. heart attack), the Emergency Medical Services shall be summoned immediately, by dialing 911. Referrals to tertiary care centers and for private physicians will be made in cases requiring long term follow-up, or when specific services required are unavailable on-site.
- (j) Cafeteria privileges for Contractor employees during normal operating hours.
- (k) Building maintenance for facilities occupied by Contractor personnel.
- (l) 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.
- (m) 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.9 PAYMENT OF AWARD FEE (ARC 52.216-92) (JUL 1994)**

Payment of award fee shall be made as specified in the Schedule; provided that, after payment of 85% of the potential award fee, the Contracting Officer may withhold further payment of the award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15% of the potential award fee or \$100,000, whichever is less.

(End of Clause)

[END OF SECTION]

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

CLAUSE NUMBER	DATE	TITLE
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS

(End Of Clause)

**H.2 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 1852.208-81) (NOV 2004)**

- (a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.
- (b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.
- (c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.
- (d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for

example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of clause)

### H.3 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

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

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage.

Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

#### H.4 KEY PERSONNEL AND FACILITIES (NASA 1852.235-71) (MAR 1989)

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

Mr. Steve Kelly, Fire Chief

(End Of Clause)

#### H.5 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS, EXCLUDING CONSTRUCTION (ARC 52.204-91) (FEB 1997)

- (a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.
- (b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.
- (c)(1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.
- (2) The Government shall notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.
- (d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring

the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminating employees must check out through the Employee Badging Office.

(e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to JP:15-1:4-4651/Foreign National Processing at least 60 days in advance of the anticipated entry date (NAC processing can take as long as 180 days to process). JP/Foreign National Processing will provide guidance as to what paperwork and type of visa are required.

(f) Reserve Gate Procedure. In the event of a labor dispute the Government may restrict entrance and exit of the Contractor's employees and the Contractor's suppliers to a specified gate at Ames Research Center, pursuant to Chapter 4 of NASA Handbook 5200.1A, "Industrial Labor Relations Manual." The Contractor agrees to have all employees re-badged and to direct them and their suppliers to utilize only the designated gate.

(End of Clause)

#### **H.6 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2004)**

In the event of an emergency that requires a Level 1, 2, or 3 response, as defined in Section IV, Paragraph C., "Levels of Response," in the Ames Procedures and Guidelines Emergency Preparedness, Response and Recovery Program (APG 1601.4), the contractor shall follow the emergency procedures (e.g., shut down equipment, conduct damage assessments, etc.) shown in Section IV, Paragraph B., "Responsibilities," of the Procedures and Guidelines. Responsibilities are assigned on an organizational basis; therefore, Contractors must refer to the section(s) of the APG that correlate with their respective COTR organization(s).

(End of Clause)

#### **H.7 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004)**

a. Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

b. DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search,

Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(End of Clause)

#### **H.8 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (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)

### **H.9 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUNE 2005)**

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

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

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

Mark the title page with the following legend:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

[END OF SECTION]

**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 ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
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, RESCISSION 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 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	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
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.219-4	JUL 2005	Insert <u>30 Days</u> in Paragraph (a)(3). NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY
52.222-21	FEB 1999	STANDARDS ACT - OVERTIME COMPENSATION
52.222-26	APR 2002	PROHIBITION OF SEGREGATED FACILITIES
		EQUAL OPPORTUNITY

52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995) Insert "___ TBD ___" in paragraph (b).
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	MAR 2005	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT (ALTERNATE I) (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY

52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE I) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (MAR 2005)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-77	MAY 1999	NASA MENTOR-PROTEGE PROGRAM
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
18-52.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End Of Clause)

## I.2 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at [http://www.dol.gov/esa/olms\\_org.htm](http://www.dol.gov/esa/olms_org.htm); or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

### **I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of Clause)

**I.4 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)**

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lewis S. Braxton  
 Telephone: 650/604-5068  
 FAX: N/A  
 e-mail: Lewis.S.Braxton@nasa.gov

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

(End of clause)

**I.5 SMALL BUSINESS SUBCONTRACTING REPORTING (NFS 1852.219-75) (MAY 1999)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

[END OF SECTION]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment Title:	Date:	No. of Pages
1. Fire Protection Statement of Work (SOW)	12/08/2005	28
2. SOW Appendices, A, B, and C	12/28/2005	
3. Collective Bargaining Agreement between SecTek, Inc. and the Moffett Field Firefighters Association	06/03/2005	31
4. Contract Data Requirements List (Deliverables)	01/23/2006	3
5. NASA Form 533 M	09/1984	2
6. NASA Form 533 Q	08/1996	2
7. Cost Reimbursable Pricing Exhibits (See Section L)	01/31/2006	10

(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.  
Modification One (1)  
3. EFFECTIVE DATE  
See Block 16C  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY  
NASA Ames Research Center  
Acquisition Division, M/S 241-1  
Moffett Field, CA 94035-1000  
CODE JAC  
7. ADMINISTERED BY (If other than Item 6)  
Jeff S. Brown, Contracting Officer  
Jeffrey.S.Brown@nasa.gov  
CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  
Wackenhut Services, Inc.  
7121 Fairway Drive, Suite 301  
Palm Beach Gardens, FL 33418  
CODE  
FACILITY CODE  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
X NNA06CD65C  
10B. DATED (SEE ITEM 13)  
05/18/2004

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
4200164394, 4200168891 Obligate: \$510,000.00

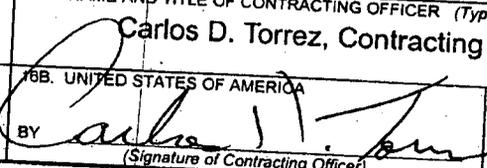
## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER Specify type of modification and authority)  
X Unilateral, FAR 52.232-22 "Limitation of Funds"  
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

See Page 2 of 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)  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Carlos D. Torrez, Contracting Officer  
16B. UNITED STATES OF AMERICA  
BY   
(Signature of Contracting Officer)  
16C. DATE SIGNED  
9/10/06

NSN 7540-01-152-8070  
(REV. 10-83)  
PREVIOUS EDITION UNUSABLE  
30-105

COMPUTER GENERATED

STANDARD FORM 30

Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this modification is to increase available funds in accordance with the limitation of funds clause, FAR 52.232-22.

As a result of the above:

- 1. Section B.4, entitled NFS 18-52.232-81 CONTRACT FUNDING (JUN 1990), paragraphs 1), and 2), are hereby deleted in their entirety and replaced with the following:

*BK* "1) For purpose of payment of cost, exclusive of award fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for Fire Protection Services, and covers the following estimated period of performance: July 1, 2006 through October 16, 2006. *BK*

2) An additional amount of [REDACTED] is obligated under the contract for payment of award fee.

3) The total amount of funding allotted to this contract by the Government is hereby increased as follows:

	FROM: <i>BK</i>	BY: <i>BK</i>	TO: <i>BK</i>
EST COST	\$ [REDACTED]	[REDACTED]	[REDACTED]
AWARD FEE	\$ [REDACTED]	[REDACTED]	[REDACTED]
TOTAL CPFF	\$1,164,083.00	\$510,000.00	\$1,674,083.00"

End of Modification One (1)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1 OFFPAGES 2

2. AMENDMENT/MODIFICATION NO.  
Modification Two (2)

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY  
NASA Ames Research Center  
Acquisition Division, M/S 241-1  
Moffett Field, CA 94035-1000

7. ADMINISTERED BY (if other than Item 6)  
Jeff S. Brown, Contracting Officer  
Jeffrey.S.Brown@nasa.gov

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

Wackenhut Services, Inc.  
7121 Fairway Drive, Suite 301  
Palm Beach Gardens, FL 33418

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
X NNA06CD65C

10B. DATED (SEE ITEM 13)  
05/18/2004

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
4200172461 Obligate: \$479,609.00

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

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

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

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

X D. OTHER (Specify type of modification and authority)  
Unilateral, FAR 52.232-22 "Limitation of Funds"

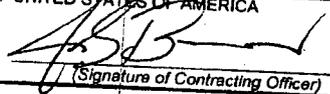
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

See Page 2 of 2

15A. NAME AND TITLE OF SIGNER (Type or print)  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Jeff S. Brown, Contracting Officer

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

16C. DATE SIGNED  
8/29/06

NSN 7540-01-152-8070 (REV. 10-83) PREVIOUS EDITION UNUSABLE

30-105

COMPUTER GENERATED

STANDARD FORM 30 Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to a) make administrative changes to the basic contract, and b) increase available funds in accordance with the limitation of funds clause, FAR 52.232-22.

As a result of the above:

a) Due to an administrative oversight, the clause at section F.2, paragraphs (e), and (f) are revised as follows:

"(e) OPTION PERIOD THREE

If exercised, the period of performance of option period three shall be from August 1, 2009, through July 31, 2010.

(f) OPTION PERIOD FOUR

If exercised, the period of performance of option period four shall be from August 1, 2010, through July 31, 2011."

b) Section B.4, entitled NFS 18-52.232-81 CONTRACT FUNDING (JUN 1990), paragraphs 1), and 2), are hereby deleted in their entirety and replaced with the following:

"1) For purpose of payment of cost, exclusive of award fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is ~~\_\_\_\_\_~~ <sup>BK</sup> This allotment is for Fire Protection Services, and covers the following estimated period of performance: July 1, 2006 through October 31, 2006.

2) An additional amount of \$ ~~\_\_\_\_\_~~ <sup>BK</sup> is obligated under the contract for payment of award fee.

3) The total amount of funding allotted to this contract by the Government is hereby increased as follows:

	FROM:	BY:	TO:
EST COST	\$ <del>_____</del>	<del>_____</del>	<del>_____</del>
AWARD FEE	\$ <del>_____</del>	\$ <del>_____</del>	<del>_____</del>
TOTAL CPFF	\$1,674,083.00	\$479,609.00	\$2,153,692.00" <sup>BK</sup>

End of Modification Two (2)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.  
**Modification Three (3)**

3. EFFECTIVE DATE  
**See Block 16C**

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY  
NASA Ames Research Center  
Acquisition Division, M/S 241-1  
Moffett Field, CA 94035-1000

7. ADMINISTERED BY (If other than Item 6)  
Jeff S. Brown, Contracting Officer  
Jeffrey.S.Brown@nasa.gov

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

**Wackenhut Services, Inc.  
7121 Fairway Drive, Suite 301  
Palm Beach Gardens, FL 33418**

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
**X NNA06CD65C**

10B. DATED (SEE ITEM 13)  
**05/18/2004**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**4200177527, 4200175893, 4200178226 Obligate: \$652,251.00**

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

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

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

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

**X** D. OTHER Specify type of modification and authority:  
**Unilateral, FAR 52.232-22 "Limitation of Funds"**

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

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

See Page 2 of 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
**Marie E. Dorish, Contracting Officer**

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED  
**9/27/06**

BY *Marie E. Dorish*  
(Signature of Contracting Officer)

The purpose of this modification is to a increase available funds in accordance with the limitation of funds clause, FAR 52.232-22.

As a result of the above:

b) Section B.4, entitled NFS 18-52.232-81 CONTRACT FUNDING (JUN 1990), paragraphs 1), and 2), are hereby deleted in their entirety and replaced with the following:

"1) For purpose of payment of cost, exclusive of award fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is [REDACTED] This allotment is for Fire Protection Services, and covers the following estimated period of performance: July 1, 2006 through December 31, 2006.

2) An additional amount of [REDACTED] is obligated under the contract for payment of award fee.

3) The total amount of funding allotted to this contract by the Government is hereby increased as follows:

	FROM:	BY:	TO:
EST COST	[REDACTED]	[REDACTED]	[REDACTED]
AWARD FEE	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]
TOTAL CPFF	\$2,153,692.00	\$652,251.00	\$2,805,943.00"

End of Modification Three (3)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

000004

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ARC

7. ADMINISTERED BY (If other than Item 6)

CODE

ARC

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

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

WACKENHUT SERVICE INC  
Attn: NONE SPECIFIED  
7121 FAIRWAY DRIVE, SUITE 301  
PALM BEACH GARDENS FL 33418-3766

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNA06CD65C

10B. DATED (SEE ITEM 11)

07/12/2006

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing  
Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By  
separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT  
THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by  
virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes  
reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

is extended.  is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
4200182990, 4200183853

Net Increase: [REDACTED]

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X Unilateral, FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to a increase  
available funds in accordance with the limitation of funds clause, FAR 52.232-22.  
As a result of the above:

a) Section B.4, entitled NFS 18-52.232-81 CONTRACT FUNDING (JUN 1990), paragraphs 1), 2)  
and 3), are hereby deleted in their entirety and replaced with the following:

b) For purpose of payment of cost, exclusive of award fee, in accordance with the  
Limitation of Funds Clause, the total amount allotted by the Government to this contract is  
[REDACTED] This allotment is for Fire Protection Services, and covers the following  
Continued ...

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

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

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

Jeffrey S. Brown

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNA06CD65C/000004

PAGE OF

2 2

NAME OF OFFEROR OR CONTRACTOR  
WACKENHUT SERVICE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>estimated period of performance: July 1, 2006 through February 16, 2007</p> <p>2) An additional amount of [REDACTED] is obligated under the contract for payment of award fee. <i>B7</i></p> <p>3) The total amount of funding allotted to this contract by the Government is hereby increased as follows:</p> <p>EST COST: From: \$ [REDACTED] By: [REDACTED] To: [REDACTED] <i>B7</i></p> <p>AWARD FEE: From: [REDACTED] By: [REDACTED] To: [REDACTED] <i>B7</i></p> <p>TOTAL CPFF: From: \$2,805,943.00 By: \$362,000.00 To: \$3,167,943.00</p> <p>End of Modification Four (4)</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT D CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

00005

3. EFFECTIVE DATE

02/14/2007

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

1

2

6. ISSUED BY

CODE

ARC

7. ADMINISTERED BY (If other than Item 6)

CODE

ARC

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

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

WACKENHUT SERVICE INC  
Attn: NONE SPECIFIED  
7121 FAIRWAY DRIVE, SUITE 301  
PALM BEACH GARDENS FL 33418-3766

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNA06CD65C

10B. DATED (SEE ITEM 11)

07/12/2006

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended.  is 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)

4200188308

Net Increase:

\$1,099,000.00

**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 Unilateral, FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to a increase available funds in accordance with the limitation of funds clause, FAR 52.232-22.

As a result of the above:

a) Section B.4, entitled NFS 18-52.232-81 CONTRACT FUNDING (JUN 1990), paragraphs 1), 2) and 3), are hereby deleted in their entirety and replaced with the following:

Continued ...

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

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

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

Jeffrey S. Brown

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

2/14/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNA06CD65C/00005

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 WACKENHUT SERVICE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"1) For purpose of payment of cost, exclusive of award fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for Fire Protection Services, and covers the following estimated period of performance: July 1, 2006 through March 30, 2007</p> <p>2) An additional amount of [REDACTED] is obligated under the contract for payment of award fee.</p> <p>3) The total amount of funding allotted to this contract by the Government is hereby increased as follows:</p> <p>EST COST:            From: [REDACTED]            By: [REDACTED]            To: [REDACTED]</p> <p>AWARD FEE:            From: \$ [REDACTED]            By: [REDACTED]            To: [REDACTED]</p> <p>TOTAL CPAF:            From: \$3,167,943.00            By: \$1,099,000.00            To: \$4,266,943.00</p> <p>End of Modification Five (5)</p>				

*B7X*  
*B7X*

*B7X*

*B7X*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT D-CODE

PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO

00C006

3 EFFECTIVE DATE

See Block 16C

4 REQUISITION/PURCHASE REQ NO

5 PROJECT NO (if applicable)

6 ISSUED BY

CODE

ARC

7 ADMINISTERED BY (if other than Item 8)

CODE

ARC

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

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

WACKENHUT SERVICE INC  
7121 FAIRWAY DRIVE, SUITE 301  
PALM BEACH GARDENS FL 33418-3766

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO  
NNA06CD65C

10B DATED (SEE ITEM 11)

07/12/2006

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers 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)

4200195866

Net Increase:

\$2,107,000.00

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

(Specify type of modification and authority)

X Unilateral, FAR 52.232-22 Limitation of Funds

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
The purpose of this modification is to a increase available funds in accordance with the limitation of funds clause, FAR 52.232-22.

As a result of the above:

a) Section B.4, entitled NFS 18-52.232-81 CONTRACT FUNDING (JUN 1990), paragraphs 1), 2) and 3), are hereby deleted in their entirety and replaced with the following:

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)

18A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jeffrey S. Brown

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

16B UNITED STATES OF AMERICA

16C DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO OF DOCUMENT BEING CONTINUED  
NNA06CD65C/000006

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
WACKENHUT SERVICE INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"1) For purpose of payment of cost, exclusive of award fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for Fire Protection Services, and covers the following estimated period of performance: July 1, 2006 through July 31, 2007. <i>B7</i></p> <p>2) An additional amount of [REDACTED] is obligated under the contract for payment of award fee. <i>B7</i></p> <p>3) The total amount of funding allotted to this contract by the Government is hereby increased as follows:</p> <p>ESTI COST: From: [REDACTED] By: [REDACTED] To: [REDACTED] <i>B7</i></p> <p>AWARD FEE: From: [REDACTED] By: [REDACTED] To: [REDACTED] <i>B7</i></p> <p>TOTAL CPAF: From: \$4,266,943.00 By: \$2,107,000.00 To: \$6,373,943.00</p> <p>End of Modification Six (6)</p>				

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE 1 OFF PAGES 4

2. AMENDMENT/MODIFICATION NO. <b>Modification Seven (7)</b>		3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>NASA Ames Research Center Acquisition Division, M/S 241-1 Moffett Field, CA 94035-1000</b>		CODE <b>JAC</b>	7. ADMINISTERED BY (If other than Item 6) <b>Jeff S. Brown, Contracting Officer Jeffrey.S.Brown@nasa.gov</b>	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>Wackenhut Services, Inc. 7121 Fairway Drive, Suite 301 Palm Beach Gardens, FL 33418</b>		(4)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNA06CD65C</b>
			10B. DATED (SEE ITEM 13) <b>05/18/2004</b>

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

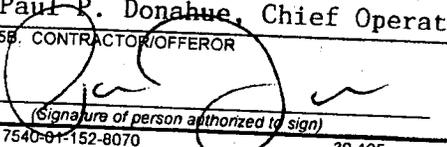
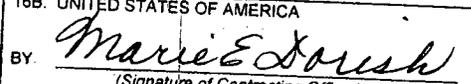
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET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

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

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

See Page 2 of 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) <b>Paul R. Donahue, Chief Operating Officer</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Marie E. Dorish Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED <b>5/11/07</b>	16C. DATE SIGNED <b>7/16/07</b>

NSN 7540-01-152-8070  
(REV. 10-83)  
PREVIOUS EDITION UNUSABLE

30-105

COMPUTER GENERATED

STANDARD FORM 30

Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this modification is to a) incorporate the attached revised Statement of Work (SOW) dated 10/17/2006, and b) adjust the estimated costs in accordance with the WSI proposal dated 12/27/2006.

a) Contract Section J attachment 1. Fire Protection Statement of Work (SOW) dated 12/08/2005 is hereby deleted in its entirety and replaced with the attached Fire Protection SOW Dated 10/17/2006.

b) As a result of the changes incorporated into the contract by the revised SOW Dated 10/17/2006, Contract Section B.1, B.2 and B.3 are hereby deleted and replaced with the following:

**"B.1 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)**

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW in Section J

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
<b>PHASE-IN PERIOD</b>					
01	Phase-In for the period set forth in Paragraph F.2(a).	1 LOT	[REDACTED]	\$0	[REDACTED]

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
<b>BASE PERIOD</b>					
02	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(b).	1 LOT	[REDACTED]	[REDACTED]	\$6,555,121

(b) Pursuant to Section I, FAR 52-217-9, "Option to Extend the Term of the Contract", the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW in Section J.

**OPTION PERIOD ONE**

Item No.	Description	Qty/Unit	Est Cost	Est Fee	Total Cost & Fee
03	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(c).	1 LOT	[REDACTED]	[REDACTED]	\$6,745,969

OPTION PERIOD TWO

<u>Item No.</u>	<u>Description</u>	<u>Qty/Unit</u>	<u>Est Cost</u>	<u>Est Fee</u>	<u>Total Cost &amp; Fee</u>
04	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(d).	1 LOT	[REDACTED] B/A	[REDACTED]	\$6,959,399

OPTION PERIOD THREE

<u>Item No.</u>	<u>Description</u>	<u>Qty/Unit</u>	<u>Est Cost</u>	<u>Est Fee</u>	<u>Total Cost &amp; Fee</u>
05	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(e).	1 LOT	[REDACTED] B/A	[REDACTED]	\$7,187,969

OPTION PERIOD FOUR

<u>Item No.</u>	<u>Description</u>	<u>Qty/Unit</u>	<u>Est Cost</u>	<u>Est Fee</u>	<u>Total Cost &amp; Fee</u>
06	Fire Protection Services as described in the Statement of Work (SOW), for the period set forth in Section F, paragraph F.2(f).	1 LOT	[REDACTED] B/A	[REDACTED]	\$7,431,995

(End of Clause)

**B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)\***

PHASE-IN AND BASE PERIOD:

The estimated cost of this contract is \$ [REDACTED] B/A. The maximum available award fee, excluding base fee, if any, is [REDACTED]. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$6,638,963.

OPTION PERIOD ONE:

The estimated cost of this contract is [REDACTED] <sup>B-X</sup> The maximum available award fee, excluding base fee, if any, is [REDACTED] The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$6,745,969.

OPTION PERIOD TWO:

The estimated cost of this contract is [REDACTED] <sup>B-X</sup> The maximum available award fee, excluding base fee, if any, is [REDACTED] The base fee is \$0. Total estimated cost base fee, and maximum award fee are \$6,959,399.

OPTION PERIOD THREE:

The estimated cost of this contract is [REDACTED] <sup>B-X</sup> The maximum available award fee, excluding base fee, if any, is [REDACTED] The base fee is \$0. Total estimated cost base fee, and maximum award fee are \$7,187,969.

OPTION PERIOD FOUR:

The estimated cost of this contract is [REDACTED] <sup>B-X</sup> The maximum available award fee, excluding base fee, if any, is [REDACTED] The base fee is \$0. Total estimated cost base fee, and maximum award fee are \$7,431,995.

(End of Clause)

**B.3 CONTRACT VALUE SUMMARY TABLE**

	Base Period	Option 1	Option 2	Option 3	Option 4	Total
Phase In	[REDACTED]	\$0	\$0	\$0	\$0	[REDACTED]
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Unearned Award Fee	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Earned Award Fee	TBD	TBD	TBD	TBD	TBD	TBD
Total CPAF	TBD	TBD	TBD	TBD	TBD	TBD

End of Modification Seven (7)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

00007A

08/14/2007

6. ISSUED BY

CODE

ARC

7. ADMINISTERED BY (If other than Item 6)

CODE

ARC

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

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

WACKENHUT SERVICE INC.  
7121 FAIRWAY DRIVE, SUITE 301  
PALM BEACH GARDENS FL 33418-3766

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNA06CD65C

10B. DATED (SEE ITEM 11)

07/12/2006

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

is extended.  is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**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 To delete converted option lines PR SR 112108

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

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

The purpose of this modification is to cancel the convert options line because they were associated with a PR on the SAP side and this causes an error between SAP and CMM. This is required per SR 112108.

002 Option 1

Amount: \$0.00 (Option Line Item)

0.00

Continued ...

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

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

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

Marie Dorish

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNA06CD65C/00007APAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
WACKENHUT SERVICE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
003	Option 2 Amount: \$0.00 (Option Line Item)				0.00
004	Option3 Amount: \$0.00 (Option Line Item)				0.00
005	Option 4 Amount: \$0.00 (Option Line Item)				0.00

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

1 2  
5. PROJECT NO. (If applicable)

00007B

07/16/2007

See Schedule

6. ISSUED BY

CODE

ARC

7. ADMINISTERED BY (If other than Item 6)

CODE

ARC

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

NASA/Ames Research Center  
Acquisition Division  
M/S 241-1  
Moffett Field CA 94035-1000

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

WACKENHUT SERVICE INC  
7121 FAIRWAY DRIVE, SUITE 301  
PALM BEACH GARDENS FL 33418-3766

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNA06CD65C

10B. DATED (SEE ITEM 11)

07/12/2006

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to add option periods 1 through 4 to reflect the awarded contract. Mod 7 revised the pricing and will be incorporated in Mod 7B.

007 Option Period 01, 8/1/07 to 7/31/08  
Amount: \$6,745,969.00 (Option Line Item)

6,745,969.00

Continued ...

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

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

Marie Dorish

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNA06CD65C/00007B

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 WACKENHUT SERVICE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
008	Option Period 02, 8/1/08 to 7/31/09 Amount: \$6,959,399.00 (Option Line Item)				6,959,399.00
009	Option Period 03, 8/1/09 to 7/31/10 Amount: \$7,187,969.00 (Option Line Item)				7,187,969.00
010	Option Period 04, 8/1/10 to 7/31/11 Amount: \$7,431,995.00 (Option Line Item)				7,431,995.00

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.  
**Modification Eight (8)**

3. EFFECTIVE DATE  
**See Block 16C**

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY  
NASA Ames Research Center  
Acquisition Division, M/S 241-1  
Moffett Field, CA 94035-1000

7. ADMINISTERED BY (If other than Item 6)  
**Trupti Sanghani, Contract Specialist**  
tsanghani@arc.nasa.gov

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

**The Wackenhut Services, Inc.**  
**7121 Fairway Drive, Suite 301**  
**Palm Beach Gardens, FL 33418**

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
**X NNA06CD65C**

10B. DATED (SEE ITEM 13)  
**06/28/2006**

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**PR No. 4200210661**      **INCREASE: \$700,000.00**

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

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

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

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

**X** D. OTHER Specify type of modification and authority  
**Unilateral, FAR 52.217-9 "Option to Extend the Term of the Contract (MAR 2000)"**

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.)

See Page 2 of 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)  
**Contracting Officer**

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED  
**7/27/07**

(Signature of person authorized to sign)

BY **Shonda D. Baker**  
(Signature of Contracting Officer)

The purpose of this modification is to: (1) administratively correct Section I of the Base Contract to incorporate FAR Clause FAR 52.217-9, "Option to Extend the Term of the Contract," said clause was inadvertently deleted at the time of award, (2) exercise Option Period One for Fire Protection Services Support and Deliverables per contract section F.2(c), (3) increase the total estimated value of the contract as a result of the exercise of Option Period One, (4) incrementally fund the contract; said funding, in part, reflects an increase in Award From: **[REDACTED]** By: **[REDACTED]** To: **[REDACTED]** to fully fund the Award Fee for the Base Year per Modification 07 and (5) incorporate Wage Determination No CBA-2007-1301, into the contract.

BA

As a result, the following changes are made to the contract:

1. SECTION I – CONTRACT CLAUSES

FAR Clause No. 52.217-9, is added as follows:

1.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT

2. In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract," the government hereby exercises Option Period One for an additional twelve month period of performance from August 1, 2007 through July 31, 2008.

3. The estimated cost of this contract is increased by **[REDACTED]** The maximum available award fee, excluding base fee, if any, is increased by **[REDACTED]** The base fee is ZERO. Total estimated cost, base fee, and maximum award fee are increased by \$6,745,969.00.

BA

	From	By	To
Target Cost	<b>[REDACTED]</b>	<b>[REDACTED]</b>	<b>[REDACTED]</b>
Award Fee	<b>[REDACTED]</b>	<b>[REDACTED]</b>	<b>[REDACTED]</b>
Total CPAF	\$6,555,121.00	\$6,745,969.00	\$13,301,090.00

As a result of the Government's exercise of Option Period One, the total estimated value of the contract, as shown above, increased:

From: \$6,555,121.00 By: \$6,745,969.00 To: \$13,301,090.00.

4. In accordance with NFS 1852.232-81, Contract Funding, this contract is incrementally funded by \$700,000.00 for the period of one month and will cover the work to be performed from 8/1/07 through 8/31/07.

	FUNDS OBLIGATED		
	From	By	To
Target Cost	<b>[REDACTED]</b>	<b>[REDACTED]</b>	<b>[REDACTED]</b>
Award Fee	<b>[REDACTED]</b>	<b>[REDACTED]</b>	<b>[REDACTED]</b>
Total CPAF	\$6,373,943.00	\$700,000.00	\$7,073,943.00

5. Wage Determination No. CBA-2007-1301 is incorporated and is attached herewith as Attachment 01.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OFF PAGES 2

2. AMENDMENT/MODIFICATION NO. <b>Modification Nine (9)</b>		3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Ames Research Center Acquisition Division, M/S 241-1 Moffett Field, CA 94035-1000		CODE <b>JAC</b>	7. ADMINISTERED BY (If other than Item 6) <b>Trupti Sanghani, Contract Specialist</b> <b>tsanghani@mail.arc.nasa.gov</b>	

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

**The Wackenhut Services, Inc.**  
**7121 Fairway Drive, Suite 301**  
**Palm Beach Gardens, FL 33418**

(4)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNA06CD65C</b>
	10B. DATED (SEE ITEM 13) <b>06/28/2006</b>

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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:
<b>X</b>	D. OTHER Specify type of modification and authority) <b>Unilateral, FAR 52.222-41 Service Contract Act of 1965, as amended</b>

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.)

See Page 2 of 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.

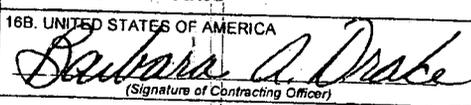
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <b>Barbara R. Drake</b> (Signature of Contracting Officer)	16C. DATE SIGNED <b>09/05/2007</b>

(Signature of person authorized to sign) \_\_\_\_\_

The purpose of this modification is to incorporate Wage determination No: CBA-2007-1301, Rev. 1, in the contract.

1. In accordance with FAR 52.222-41 Service Contract Act of 1965, as amended, Wage Determination No: CBA-2007-1301, Rev. 1 is incorporated in the contract and is attached herewith as Attachment 01. The subject Collective Bargaining Agreement between The Wackenhut Services, Inc. and The Moffett Field Firefighters Association IAFF Local I 79, is effective August 1, 2007 through July 31, 2010.
2. All other terms and conditions remain unchanged.

(End of Modification 9)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 000010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-1000	CODE ARC	7. ADMINISTERED BY (If other than Item 6) NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-1000	CODE ARC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WACKENHUT SERVICE INC 7121 FAIRWAY DRIVE, SUITE 301 PALM BEACH GARDENS FL 33418-3766		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNA06CD65C	
		10B. DATED (SEE ITEM 11) 07/12/2006	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers 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. <span style="float: right;"><input type="checkbox"/> Is extended. <input type="checkbox"/> Is not extended.</span>			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$935,000.00
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 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) Unilateral FAR Clause 52.232-22, Limitation of Funds (APR 1984)		
E. IMPORTANT:	Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: (1) administratively correct a mathematical error made on Modification No. 8 when increasing the total estimated cost of the contract as a result of the Government's exercise of Option Period One and (2) increase the amount of incremental funding on the contract.  As a result of the above, the following changes are made to the contract:  (1) Modification No. 8, Item 3  The table reflecting the change in the contract value as the result of the Government's exercise of Option Period One is deleted and substituted as follows to reflect the correct Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara A Drake	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/14/2007
(Signature of person authorized to sign)			
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	