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)
000097	See Block 16C		Y

6 ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Keshia Quinn/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Keshia Quinn/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO NNJ04JA52C

10B DATED (SEE ITEM 13) 06/30/2004

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

The purposes of this modification are to (1) recognize award fee earned for the seventh award fee evaluation period, September 1, 2007 through February 29, 2008 and (2) to update contract section J-1, Appendix III, "Award Fee Available Evaluation Periods".

1. AWARD FEE EARNED

Award Fee Available for Period 7: $721,816.38

Award Fee Earned: $707,382.00
Less Provisional Fee Payments: $565,011.38

AWARD FEE PAYMENT

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)	
		Charles A. Pilny Jr.	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA (Signature of contracting officer)	16C DATE SIGNED 05/12/2008

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 HNJ04JA52C/000097	PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
TESSADA & ASSOC INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total to be Paid to Contractor: $144,370.02 2. Section J-1, Appendix III, "Award Fee Available Evaluation Periods", is deleted in its entirety and is replaced with the attached Appendix III:				

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	PERIOD	AVAILABLE AWARD FEE	AWARD FEE SCORE	TOTAL ACTUAL FEE EARNED
1	9-1-04 to 2-28-05	$ 622,622.29	97	$ 603,943.62
2	3-1-05 to 8-31-05	$ 662,238.82	98	$648,994.04
3	9-1-05 to 2-28-06	$ 627,113.44	98	$614,571.17
4	3-1-06 to 8-31-06	$644,824.25	95	$612,583.04
5	9-1-06 to 2-28-07	$667,317.54	98	$653,972.00
6	3-1-07 to 8-31-07	$706,077.88	94	$663,713.00
7	9-1-07 to 2-29-08	$721,818.38	98	$707,382.00
8	3-1-08 to 8-31-08	$739,370.14		
9	9-1-08 to 2-28-09	$107,864.81		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO. 000098

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO See Schedule

5. PROJECT NO. (If applicable) Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 13) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $4,872,671.31

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 X is not. is required to sign this document and return 0 copies to the issuing office.

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

Modification #98 is issued to increase funding obligations from $105,913,892.22 to $110,786,563.53 an increase of $4,872,671.31 and recapitulate prior funding.

Replacement page B-2 is attached.

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) Charles A. Riley Jr.

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

15C. DATE SIGNED

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

16C. DATE SIGNED 05/30/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 96)	This Mod (98)	New Totals
Cost	100,640,338.50	**$4,630,056.36**	$105,270,394.86
Fee	5,273,553.72	**$242,614.95**	$5,516,168.67
Total	105,913,892.22	**$4,872,671.31**	$110,786,563.53

2. Purchase Requisitions:

PR Number	Value
4200252709 (Y)	$10,000.00
4200251366 (Y)	$10,361.12
4200251298 (Y)	$9,739.00
4200250173 (Y)	$28,000.00
4200252695 (Y)	$10,656.00
4200252426 (Y)	$723,426.83
4200250263 (Y)	$46,887.00
4200252730 (Y)	$200,000.00
4200252655 (Y)	$780,083.00
4200253142 (Y)	$2,760,421.26
4200252465 (Y)	$178,406.00
4200253382 (Y)	$50,000.00
4200244757 (Y)	$19,618.10
4200249371 (Y)	$45,073.00
Total	**$4,872,671.31**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$105,270,394.86** This allotment covers the following estimated period of performance: **July 1, 2004 – August 24, 2008.**

(b) An additional amount of **$5,516,168.67** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 3

2 AMENDMENT/MODIFICATION NO: 000099

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO: See Schedule

5 PROJECT NO (If applicable): Y

6 ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-1696

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

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B DATED (SEE ITEM 13): 06/30/2004

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

12 ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $864,818.50

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

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

Modification #99 is issued to increase funding obligations from $110,786,563.53 to $111,641,382.03 an increase of $864,818.50 and recapitulate prior funding.

Replacement page B-2 is attached.

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 (Signature of person authorized to sign)

15C DATE SIGNED

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Keshia Quinn

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

16C DATE SIGNED: 6/13/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 98)	This Mod (99)	New Totals
Cost	105,270,394.86	**$812,256.27**	$106,082,651.13
Fee	5,516,168.67	**$42,562.23**	$5,558,730.90
Total	110,786,563.53	**$854,818.50**	$111,641,382.03

2. Purchase Requisitions:

PR Number	Value
4200255495 (Y)	$772,391.01
4200256003 (Y)	$82,427.49
Total	**$854,818.50**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$106,082,651.13** This allotment covers the following estimated period of performance: **July 1, 2004 – August 24, 2008.**

(b) An additional amount of **$5,558,730.90** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE 1 OF PAGES 3
2 AMENDMENT/MODIFICATION NO: 000100	3 EFFECTIVE DATE: See Block 16C
4 REQUISITION/PURCHASE REQ NO: See Schedule	5 PROJECT NO (If applicable): Y
6 ISSUED BY CODE: JSC NASA/Johnson Space Center Attn: Evelyn M. Morales/BJ2 2101 NASA Parkway Houston TX 77058-3696	7 ADMINISTERED BY (If other than item 6) CODE: JSC NASA/Johnson Space Center Attn: Evelyn M. Morales/BJ2 2101 NASA Parkway Houston TX 77058-3696
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TESSADA & ASSOC INC Attn: Jeanne M. Newman 8001 FORBES PL STE 310 SPRINGFIELD VA 22151-2205	(X) 9A AMENDMENT OF SOLICITATION NO: 9B DATED (SEE ITEM 11): X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C 10B DATED (SEE ITEM 13): 06/30/2004
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): Net Decrease: -$9,415.83

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 0 copies to the issuing office.

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

Modification #100 is issued to decrease funding obligations from $111,641,382.03 to $111,631,966.20 a decrease of $9,415.83 and recapitulate prior funding.

Replacement page B-2 is attached.

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): Charles A. Riley Jr.	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 7/11/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 94)	**This Mod (95)**	**New Totals**
Cost	$106,082,651.13	**($8,947.01)**	$106,073,704.12
Fee	$5,558,730.90	**($468.82)**	$5,558,262.08
Total	$111,641,382.03	**($9,415.83)**	$111,631,966.20

2. Purchase Requisitions:

N/A

3. De-obligations:

Reduce Cost: PO	PLI#	ALI#	Fund	WBS Element	Amt.
NNJ04JA52C	00436	01	EXCX22007D	667560.05.03.01	5,382.00
NNJ04JA52C	00436	02	EXCX22007D	667560.05.05.01	3,242.36
NNJ04JA52C	00462	01	ESAX22007D	510505.01.05.01.03	791.47
Total					**9,415.83**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$106,073,704.08**. This allotment covers the following estimated period of performance: **July 1, 2004 – August 31, 2008**.

(b) An additional amount of **$5,558,262.08** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 000101

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY — CODE: JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA92C

10B. DATED (SEE ITEM 13): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $2,490,819.62

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 0 copies to the issuing office.

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

Modification #101 is issued to increase funding obligations from $111,631,966.20 to $114,122,785.82 an increase of $2,490,819.62 and recapitulate prior funding.

Replacement page B-2 is attached.

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 — (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Charles A. Riley Jr.

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

16C. DATE SIGNED: 7/24/2008

NSN 7540-01-152-8070
Previous edition unusable

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO: 101ADJ

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO:

5 PROJECT NO (If applicable): Y

6 ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(X) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B DATED (SEE ITEM 13): 06/30/2004

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

This is not a true MOD. This is to correct the contract value from $114,122,758.82 to $114,122,795.82.

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 D. Flippent

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

15C DATE SIGNED

16B UNITED STATES OF AMERICA (Signature of Contracting Officer): Marie D. Flippent

16C DATE SIGNED: 7-25-08

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 100)	This Mod (101)	New Totals
Cost	$106,073,704.12	**$2,366,799.33**	$108,440,503.46
Fee	$5,558,262.08	**$124,020.29**	$5,682,282.36
Total	$111,631,966.20	**$2,490,819.62**	$114,122,785.82

2. Purchase Requisitions:

PR Number	Value
4200262130 (Y)	**$2,490,819.62**
Total	**$2,490,819.62**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$108,440,503.46.** This allotment covers the following estimated period of performance: **July 1, 2004 – August 24, 2008.**

(b) An additional amount of **$5,682,282.36** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE 1 OF PAGES 2
2 AMENDMENT/MODIFICATION NO: 000102	3 EFFECTIVE DATE: See Block 16C
4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable): Y

6 ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(X) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO NN504JA52C

10B DATED (SEE ITEM 13) 06/30/2004

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

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

Modification 102 is issued to change Section G. 8 of the contract to update the payment office to NASA Shared Service Center (NSSC). NSSC's CAGE code is 84WW8.

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)	
		Keshia Quinn	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED 7/28/2004

NSN 7540-01-152-8070
Previous edition unusable

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

G.8 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:

NSSC Shared Services Center
Financial Management Division (FMD)
Accounts Payable, Bldg 1111, C. Road
Stennis Space Center, MS, 39529
NSSC-AccountsPayable@nasa.gov

(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:

Defense Contract Audit Agency
Mid Atlantic Region
Rosslyn Branch Office
6800 Versar Center, Suite 329
Springfield, VA 22151

(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:

National Aeronautics and Space Administration
Johnson Space Center
Attn: Keshia L, Guinn
Mail Code: BJ2
Houston, TX 77058-3696

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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO: 000103

3. EFFECTIVE DATE: 08/12/2008

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: David C. Nayles/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: David Nayles/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 13) 06/30/2004

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

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

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) "Bilateral Modification" and Contract Clause F.5

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

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

A. The purpose of Modification No. 103 is to exercise Option 2 of the contract.

B. See the attached page, which implements the changes in clause F.5 "Option to Extend Completion Date - Option 2". All changes to the text are identified within the shaded areas.

Delivery Location Code: JSC
NASA/Johnson Space Center
2101 NASA Parkway
Houston TX 77058-3696 USA

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)
Linda A. Ortiz
Director of Contracts

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

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

15C. DATE SIGNED 8/15/08

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

16C. DATE SIGNED 8/19/08

NSN 7540-01-152-8070
Previous edition unusable

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

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 17

2. AMENDMENT/MODIFICATION NO. 104

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. (If applicable) Y

6. ISSUED BY CODE BJ2/JHT

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: David C. Nayles/BJ2
2101 NASA Parkway, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHT

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

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

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 104 is issued to incorporate into Section J, Attachment J-7 of the contract Revision No. 8 to Wage Determination (WD) 2005-2516, dated July 23, 2008 for Contract Period September 1, 2008 to August 31, 2009.

Replacement Pages for entire Section J, Attachment J-7 is attached.

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)
Linda A. Ortiz, Director of Contracts	Keshia L. Guinn, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Linda A. Ortiz (Signature of person authorized to sign)	8/20/08	BY (Signature of Contracting Officer)	8/25/2008

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

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

Shirley F. Ebbesen
Director

Division of Wage
Determinations

Wage Determination No.: 2005-2516
Revision No.: 8
Date of Last Revision: 07/23/2008

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14 .58
01012 - Accounting Clerk II	16 .38
01013 - Accounting Clerk III	18 .32
01020 - Administrative Assistant	23 .55
01040 - Court Reporter	21 .79
01051 - Data Entry Operator I	11 .67
01052 - Data Entry Operator II	14 .32
01060 - Dispatcher, Motor Vehicle	15 .40
01070 - Document Preparation Clerk	13 .41
01090 - Duplicating Machine Operator	13 .41
01111 - General Clerk I	10 .80
01112 - General Clerk II	12 .97
01113 - General Clerk III	14 .88
01120 - Housing Referral Assistant	20 .55
01141 - Messenger Courier	11 .95
01191 - Order Clerk I	13 .52

01192 - Order Clerk II	15 .24
01261 - Personnel Assistant (Employment) I	14 .74
01262 - Personnel Assistant (Employment) II	16 .50
01263 - Personnel Assistant (Employment) III	18 .38
01270 - Production Control Clerk	19 .10
01280 - Receptionist	12 .02
01290 - Rental Clerk	14 .75
01300 - Scheduler, Maintenance	15 .92
01311 - Secretary I	15 .92
01312 - Secretary II	17 .73
01313 - Secretary III	20 .55
01320 - Service Order Dispatcher	14 .63
01410 - Supply Technician	23 .55
01420 - Survey Worker	16 .59
01531 - Travel Clerk I	13 .17
01532 - Travel Clerk II	14 .22
01533 - Travel Clerk III	15 .20
01611 - Word Processor I	12 .27
01612 - Word Processor II	14 .75
01613 - Word Processor III	16 .59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24 .80
05010 - Automotive Electrician	22 .66
05040 - Automotive Glass Installer	21 .68
05070 - Automotive Worker	20 .91
05110 - Mobile Equipment Servicer	19 .27
05130 - Motor Equipment Metal Mechanic	24 .53
05160 - Motor Equipment Metal Worker	20 .91
05190 - Motor Vehicle Mechanic	24 .53
05220 - Motor Vehicle Mechanic Helper	18 .48
05250 - Motor Vehicle Upholstery Worker	19 .84
05280 - Motor Vehicle Wrecker	20 .91
05310 - Painter, Automotive	22 .66
05340 - Radiator Repair Specialist	22 .88
05370 - Tire Repairer	14 .40

05400 - Transmission Repair Specialist	25 .17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .04
07041 - Cook I	8 .65
07042 - Cook II	9 .89
07070 - Dishwasher	8 .11
07130 - Food Service Worker	8 .87
07210 - Meat Cutter	12 .36
07260 - Waiter/Waitress	7 .97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16 .65
09040 - Furniture Handler	11 .74
09080 - Furniture Refinisher	16 .09
09090 - Furniture Refinisher Helper	13 .74
09110 - Furniture Repairer, Minor	15 .29
09130 - Upholsterer	16 .65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .90
11060 - Elevator Operator	8 .17
11090 - Gardener	14 .52
11122 - Housekeeping Aide	8 .17
11150 - Janitor	8 .17
11210 - Laborer, Grounds Maintenance	10 .93
11240 - Maid or Houseman	7 .73
11260 - Pruner	8 .99
11270 - Tractor Operator	12 .82
11330 - Trail Maintenance Worker	10 .93
11360 - Window Cleaner	8 .92
12000 - Health Occupations	
12010 - Ambulance Driver	14 .22
12011 - Breath Alcohol Technician	15 .64
12012 - Certified Occupational Therapist Assistant	19 .58
12015 - Certified Physical Therapist Assistant	20 .48
12020 - Dental Assistant	15 .64
12025 - Dental Hygienist	32 .49
12030 - EKG Technician	23 .56

12035 - Electroneurodiagnostic Technologist	23 .56
12040 - Emergency Medical Technician	14 .22
12071 - Licensed Practical Nurse I	18 .29
12072 - Licensed Practical Nurse II	20 .52
12073 - Licensed Practical Nurse III	22 .09
12100 - Medical Assistant	12 .40
12130 - Medical Laboratory Technician	15 .25
12160 - Medical Record Clerk	13 .21
12190 - Medical Record Technician	16 .02
12195 - Medical Transcriptionist	16 .40
12210 - Nuclear Medicine Technologist	31 .94
12221 - Nursing Assistant I	7 .08
12222 - Nursing Assistant II	9 .82
12223 - Nursing Assistant III	10 .62
12224 - Nursing Assistant IV	12 .40
12235 - Optical Dispenser	15 .26
12236 - Optical Technician	13 .90
12250 - Pharmacy Technician	17 .44
12280 - Phlebotomist	13 .30
12305 - Radiologic Technologist	24 .27
12311 - Registered Nurse I	28 .55
12312 - Registered Nurse II	33 .22
12313 - Registered Nurse II, Specialist	35 .29
12314 - Registered Nurse III	42 .25
12315 - Registered Nurse III, Anesthetist	42 .25
12316 - Registered Nurse IV	50 .64
12317 - Scheduler (Drug and Alcohol Testing)	19 .86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .30
13012 - Exhibits Specialist II	24 .74
13013 - Exhibits Specialist III	28 .94
13041 - Illustrator I	18 .07
13042 - Illustrator II	22 .56
13043 - Illustrator III	27 .38
13047 - Librarian	26 .69

13050 - Library Aide/Clerk	10 .00
13054 - Library Information Technology Systems Administrator	24 .09
13058 - Library Technician	14 .58
13061 - Media Specialist I	17 .39
13062 - Media Specialist II	19 .46
13063 - Media Specialist III	21 .68
13071 - Photographer I	13 .93
13072 - Photographer II	17 .60
13073 - Photographer III	22 .56
13074 - Photographer IV	26 .40
13075 - Photographer V	30 .06
13110 - Video Teleconference Technician	15 .21
14000 - Information Technology Occupations	
14041 - Computer Operator I	16 .26
14042 - Computer Operator II	18 .19
14043 - Computer Operator III	20 .28
14044 - Computer Operator IV	22 .60
14045 - Computer Operator V	24 .95
14071 - Computer Programmer I (1)	23 .23
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16 .26
14160 - Personal Computer Support Technician	22 .60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30 .06
15020 - Aircrew Training Devices Instructor (Rated)	36 .39
15030 - Air Crew Training Devices Instructor (Pilot)	43 .20
15050 - Computer Based Training Specialist / Instructor	28 .27
15060 - Educational Technologist	29 .02
15070 - Flight Instructor (Pilot)	43 .20

15080 - Graphic Artist	23 .11
15090 - Technical Instructor	20 .99
15095 - Technical Instructor/Course Developer	25 .68
15110 - Test Proctor	18 .43
15120 - Tutor	18 .43

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

16010 - Assembler	9 .03
16030 - Counter Attendant	9 .03
16040 - Dry Cleaner	10 .89
16070 - Finisher, Flatwork, Machine	9 .03
16090 - Presser, Hand	9 .03
16110 - Presser, Machine, Drycleaning	9 .03
16130 - Presser, Machine, Shirts	9 .03
16160 - Presser, Machine, Wearing Apparel, Laundry	9 .03
16190 - Sewing Machine Operator	12 .26
16220 - Tailor	13 .20
16250 - Washer, Machine	9 .91

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	18 .32
19040 - Tool And Die Maker	21 .12

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	12 .84
21030 - Material Coordinator	18 .58
21040 - Material Expediter	18 .58
21050 - Material Handling Laborer	12 .26
21071 - Order Filler	11 .46
21080 - Production Line Worker (Food Processing)	12 .84
21110 - Shipping Packer	13 .82
21130 - Shipping/Receiving Clerk	13 .82
21140 - Store Worker I	10 .53
21150 - Stock Clerk	14 .93
21210 - Tools And Parts Attendant	13 .58
21410 - Warehouse Specialist	12 .84

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	28 .07
23021 - Aircraft Mechanic I	26 .73
23022 - Aircraft Mechanic II	28 .07
23023 - Aircraft Mechanic III	29 .47
23040 - Aircraft Mechanic Helper	20 .93
23050 - Aircraft, Painter	24 .39
23060 - Aircraft Servicer	23 .28
23080 - Aircraft Worker	24 .53
23110 - Appliance Mechanic	17 .26
23120 - Bicycle Repairer	13 .91
23125 - Cable Splicer	24 .90
23130 - Carpenter, Maintenance	18 .58
23140 - Carpet Layer	16 .21
23160 - Electrician, Maintenance	26 .51
23181 - Electronics Technician Maintenance I	19 .33
23182 - Electronics Technician Maintenance II	23 .28
23183 - Electronics Technician Maintenance III	24 .48
23260 - Fabric Worker	15 .97
23290 - Fire Alarm System Mechanic	18 .14
23310 - Fire Extinguisher Repairer	14 .78
23311 - Fuel Distribution System Mechanic	19 .17
23312 - Fuel Distribution System Operator	16 .33
23370 - General Maintenance Worker	17 .01
23380 - Ground Support Equipment Mechanic	26 .73
23381 - Ground Support Equipment Servicer	23 .28
23382 - Ground Support Equipment Worker	24 .53
23391 - Gunsmith I	14 .78
23392 - Gunsmith II	17 .07
23393 - Gunsmith III	19 .16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20 .06
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20 .93
23430 - Heavy Equipment Mechanic	17 .68

23440 - Heavy Equipment Operator	18 .14
23460 - Instrument Mechanic	21 .38
23465 - Laboratory/Shelter Mechanic	18 .23
23470 - Laborer	10 .97
23510 - Locksmith	17 .26
23530 - Machinery Maintenance Mechanic	20 .81
23550 - Machinist, Maintenance	20 .16
23580 - Maintenance Trades Helper	13 .58
23591 - Metrology Technician I	21 .38
23592 - Metrology Technician II	22 .31
23593 - Metrology Technician III	23 .25
23640 - Millwright	20 .48
23710 - Office Appliance Repairer	17 .26
23760 - Painter, Maintenance	17 .26
23790 - Pipefitter, Maintenance	19 .44
23810 - Plumber, Maintenance	18 .98
23820 - Pneudraulic Systems Mechanic	19 .16
23850 - Rigger	19 .47
23870 - Scale Mechanic	17 .07
23890 - Sheet-Metal Worker, Maintenance	18 .14
23910 - Small Engine Mechanic	17 .07
23931 - Telecommunications Mechanic I	23 .20
23932 - Telecommunications Mechanic II	24 .23
23950 - Telephone Lineman	23 .20
23960 - Welder, Combination, Maintenance	19 .16
23965 - Well Driller	19 .16
23970 - Woodcraft Worker	19 .16
23980 - Woodworker	13 .67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9 .68
24580 - Child Care Center Clerk	12 .06
24610 - Chore Aide	6 .55
24620 - Family Readiness And Support Services Coordinator	11 .43
24630 - Homemaker	15 .41

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21 .14
25040 - Sewage Plant Operator	17 .00
25070 - Stationary Engineer	21 .14
25190 - Ventilation Equipment Tender	14 .33
25210 - Water Treatment Plant Operator	16 .65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14 .82
27007 - Baggage Inspector	10 .14
27008 - Corrections Officer	18 .04
27010 - Court Security Officer	18 .04
27030 - Detection Dog Handler	17 .90
27040 - Detention Officer	18 .04
27070 - Firefighter	17 .90
27101 - Guard I	10 .14
27102 - Guard II	17 .90
27131 - Police Officer I	23 .33
27132 - Police Officer II	25 .99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10 .69
28042 - Carnival Equipment Repairer	11 .24
28043 - Carnival Equpment Worker	8 .25
28210 - Gate Attendant/Gate Tender	13 .90
28310 - Lifeguard	12 .38
28350 - Park Attendant (Aide)	15 .55
28510 - Recreation Aide/Health Facility Attendant	11 .35
28515 - Recreation Specialist	17 .83
28630 - Sports Official	12 .38
28690 - Swimming Pool Operator	15 .85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17 .78
29020 - Hatch Tender	17 .78
29030 - Line Handler	17 .78
29041 - Stevedore I	16 .63

29042 - Stevedore II	18 .93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38 .22
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26 .36
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	29 .02
30021 - Archeological Technician I	19 .34
30022 - Archeological Technician II	23 .15
30023 - Archeological Technician III	28 .91
30030 - Cartographic Technician	28 .67
30040 - Civil Engineering Technician	27 .30
30061 - Drafter/CAD Operator I	19 .18
30062 - Drafter/CAD Operator II	23 .15
30063 - Drafter/CAD Operator III	25 .80
30064 - Drafter/CAD Operator IV	29 .47
30081 - Engineering Technician I	16 .59
30082 - Engineering Technician II	20 .41
30083 - Engineering Technician III	22 .83
30084 - Engineering Technician IV	28 .28
30085 - Engineering Technician V	36 .15
30086 - Engineering Technician VI	41 .85
30090 - Environmental Technician	27 .24
30210 - Laboratory Technician	23 .55
30240 - Mathematical Technician	28 .67
30361 - Paralegal/Legal Assistant I	19 .94
30362 - Paralegal/Legal Assistant II	24 .71
30363 - Paralegal/Legal Assistant III	30 .22
30364 - Paralegal/Legal Assistant IV	35 .81
30390 - Photo-Optics Technician	28 .67
30461 - Technical Writer I	20 .79
30462 - Technical Writer II	25 .43
30463 - Technical Writer III	29 .06
30491 - Unexploded Ordnance (UXO) Technician I	24 .29
30492 - Unexploded Ordnance (UXO) Technician II	29 .39
30493 - Unexploded Ordnance (UXO) Technician III	35 .23
30494 - Unexploded (UXO) Safety Escort	24 .29

30495 - Unexploded (UXO) Sweep Personnel	24 .29
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23 .95
30621 - Weather Observer, Senior (2)	27 .71
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10 .55
31030 - Bus Driver	15 .48
31043 - Driver Courier	12 .73
31260 - Parking and Lot Attendant	8 .34
31290 - Shuttle Bus Driver	13 .87
31310 - Taxi Driver	10 .49
31361 - Truckdriver, Light	13 .87
31362 - Truckdriver, Medium	17 .23
31363 - Truckdriver, Heavy	18 .99
31364 - Truckdriver, Tractor-Trailer	18 .99
99000 - Miscellaneous Occupations	
99030 - Cashier	9 .10
99050 - Desk Clerk	10 .65
99095 - Embalmer	21 .55
99251 - Laboratory Animal Caretaker I	9 .49
99252 - Laboratory Animal Caretaker II	10 .62
99310 - Mortician	24 .04
99410 - Pest Controller	14 .21
99510 - Photofinishing Worker	10 .43
99710 - Recycling Laborer	13 .60
99711 - Recycling Specialist	16 .58
99730 - Refuse Collector	12 .13
99810 - Sales Clerk	11 .41
99820 - School Crossing Guard	9 .05
99830 - Survey Party Chief	20 .96
99831 - Surveying Aide	14 .35
99832 - Surveying Technician	18 .13
99840 - Vending Machine Attendant	12 .00
99841 - Vending Machine Repairer	14 .41
99842 - Vending Machine Repairer Helper	12 .31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the

contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

STANDARD FORM e98

January 1996

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(See Instructions on Reverse)

1. NOTICE NO.
NASA
62112

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

2. Estimated solicitation date *(use numerals)*

Month	Day	Year

3. Estimated date bids or proposals to be opened Or negotiations begun *(use numerals)*

Month	Day	Year

4. Date contract performance to begin *(use numerals)* Extension

Month	Day	Year
09	01	08

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

IV: JSC Information Management and Media Services
Contract Period: 09/01/08 to 08/31/09

7. INFORMATION ABOUT PERFORMANCE

A. [X] Services now performed by a contractor
B. [ ] Services now performed by Federal employees
C. [ ] Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Tessada & Associates
P.O. Box 58807
Houston, TX 77258

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). ***Important:*** Attach copies of current applicable collective bargaining agreements

None

9. OFFICIAL SUBMITTING NOTICE

SIGNED:	DATE
Original signed by	07/31/08
TYPE OR PRINT NAME	**TELEPHONE NO.**
Connie R. Pritchard Contract Labor Relations Officer	281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center
Connie R. Pritchard, Mail Code BA2
2101 NASA Parkway
Houston, TX 77058

RESPONSE TO NOTICE
(by Department of Labor)

A. [X] The attached wage determination(s) listed below apply to procurement.
WD 2005-2516, Rev 8

B. [ ] As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. [ ] From information supplied, the Service Contract Act does not apply *(see attached explanation)*.

D. [ ] Notice returned for additional information *(see attached explanation)*

Signed:_____
(U.S. Department of Labor)

_____
(Date)

98-103

COMPUTER-GENERATED 1/96

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No. NASA 62112
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Nonexempt/Nonunion: Occupations Included in "DOL Directory"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Secretary, I	1	GS-4 $14.33
Secretary, II	1	GS-5 $16.03
Messenger Courier	1	GS-1 $10.40
Administrative Assistant	2	GS-7 $19.86
Library Technician	9	GS-5 $16.03
Exhibits Specialist, I	5	GS-5 $16.03
Media Specialist, I	1	GS-4 $14.33
General Clerk, I	4	GS-2 $11.70
General Clerk, II	7	GS-3 $12.76
General Clerk, III	12	GS-4 $14.33
Illustrator, I	2	GS-5 $16.03
Tudor	2	GS-5 $16.03
Production Control Clerk	3	GS-6 $17.87
Photographer, II	2	GS-5 $16.03
Photographer, III	5	GS-7 $19.86
Photographer, IV	1	GS-9 $24.29
Material Expeditor	2	WG-7 $19.43
Engineering Technician, I	13	GS-3 $12.76
Engineering Technician, II	14	GS-4 $14.33
Engineering Technician, III	20	GS-5 $16.03
Engineering Technician, IV	1	GS-7 $19.86
Computer Operator, II	1	GS-5 $16.03
Computer Operator, III	5	GS-6 $17.87
Computer Operator, IV	7	GS-7 $19.86
Computer Operator, V	2	GS-8 $21.99
Carpenter, Maintenance	1	WG-9 $22.18
Drafter CAD Operator, II	1	GS-5 $16.03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 3

2 AMENDMENT/MODIFICATION NO: 000105

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO: See Schedule

5 PROJECT NO (If applicable): N

6 ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

7 ADMINISTERED BY (If other than item 6) CODE JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2285

CODE

FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO NNJ04CA52C

10B DATED (SEE ITEM 13) 06/30/2004

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

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $926,212.88

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:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b)

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

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

Modification #105 is issued to increase funding obligations from $114,122,785.82 to $115,048,998.70 an increase of $926,212.88 and recapitulate prior funding.

Replacement page B-2 is attached.

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) Keshia Quinn

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

15C DATE SIGNED

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

16C DATE SIGNED 8/20/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 101)	This Mod (105)	New Totals
Cost	$108,440,503.46	**$880,095.86**	$109,320,599.31
Fee	$5,682,282.36	**$46,117.02**	$5,728,399.39
Total	$114,122,785.82	**$926,212.88**	$115,048,998.70

2. Purchase Requisitions:

PR Number	Value
4200264350 (Y)	**$926,212.88**
Total	**$926,212.88**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$880,095.86.** This allotment covers the following estimated period of performance: **July 1, 2004 – September 26, 2008.**

(b) An additional amount of **$46,117.02** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE			PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000106	3. EFFECTIVE DATE 09/24/2008	4. REQUISITION/PURCHASE REQ. NO 4200270594	5. PROJECT NO. (If applicable) Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: David C. Nayles/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: David C. Nayles/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 13) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $1,990,835.56

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 0 copies to the issuing office.

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

Modification #106 is issued to:

1. Correct funding from Mod 105, and

2. Increase funding obligations by $1,990,835.56

Replacement page B-2 is attached (incorporates correction for Mod 105 and the funding increase from item 2 above).

Delivery Location Code: JSC
NASA/Johnson Space Center
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Keshia Quinn	
15b. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 9/24/2008

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 NNJ04JA52C/000106	PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
TESSADA & ASSOC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2101 NASA Parkway Houston TX 77058-3696 USA				

1. Cumulative Funding Data:

	Previous (Mod 105)	This Mod (106)	New Totals
Cost	$109,320,599.31	**$1,891,709.96**	$111,212,309.27
Fee	$5,728,399.39	**$99,125.60**	$5,827,524.99
Total	$115,048,998.70	**$1,990,835.56**	$117,039,834.26

2. Purchase Requisitions:

PR Number	Value
4200270594(y)	**$1,990,835.56**
Total	**$1,990,835.56**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$111,212,309.27.** This allotment covers the following estimated period of performance: **July 1, 2004 – September 26, 2008.**

(b) An additional amount of **$5,827,524.99** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 000107

3. EFFECTIVE DATE: 09/26/2008

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: David C. Nayles/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: David C. Nayles/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNC04JA52C

10B. DATED (SEE ITEM 13) 06/30/2004

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

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

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

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

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

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

The purpose of this modification is to update contract section B.5 "Contract Funding", changing the funding run out date from September 26, 2008 to October 24, 2008.

Replacement page B-2 is attached

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)
Keshia Quinn

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

15C. DATE SIGNED

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

16C. DATE SIGNED 9/26/2008

NSN 7540-01-152-8070
Previous edition unusable

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

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$111,212,309.27.** This allotment covers the following estimated period of performance: **July 1, 2004 – October 24, 2008.**

(b) An additional amount of **$5,827,524.99** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT CODE

PAGE OF PAGES

AMENDMENT/MODIFICATION NO.

EFFECTIVE DATE

REQUISITION/PURCHASE REQ. NO.

PROJECT NO.

ISSUED BY

CODE

ADMINISTERED BY (If other than Item 6)

CODE

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

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

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.
	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	Mutal Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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

[illegible]

Linda A. Ortiz
Director of Contracts

Linda A. Ortiz

10/20/08

10/27/2008

Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor

4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

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

(a) The personnel and/or facilities listed below 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) 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.

Management for the following functional areas:

(Offeror to add other positions proposed as Key Personnel and fill in with the names of the proposed Key Personnel.)

(End of clause)

H.7 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO: 300109

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: 4300213334

5. PROJECT NO. (If applicable): Y

6. ISSUED BY: CODE 13E

NASA/Johnson Space Center
Attn: Esther Holloway/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

7. ADMINISTERED BY (If other than Item 6): CODE 13E

NASA/Johnson Space Center
Attn: Esther Holloway/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newbill
8001 FORBES PL STE 210
SPRINGFIELD VA 22151-2205

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA72C

10B. DATED (SEE ITEM 13) 06/30/2004

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)

See Schedule — Net Increase: $4,823,314.47

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

CHECK ONE

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

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

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

☐ D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to: 1) [illegible] the incremental funding in the amount of $4,823,314.47, 2) update contract clause [illegible] to reflect the current [illegible] and 3) update the price [illegible] for period of [illegible] 2004.

[illegible]
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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)

[illegible]

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of contracting officer)

16C. DATE SIGNED 10/27/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous Funding (Mod 106)	This Mod (109)	New Funding Totals
Cost	$111,212,309.27	**$4,583,331.97**	$115,795,641.24
Fee	$5,827,524.99	**$241,228.00**	$6,068,752.99
Total	$117,039,834.26	**$4,824,559.97**	$121,864,394.23

Purchase Requisitions:

PR Number	Value
4200272394(y)	**$4,824,559.97**
Total	**$4,824,559.97**

2. Contract section B.5 "Contract Funding" is deleted in its entirety and is replaced with the following:

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$115,795,641.24**. This allotment covers the following estimated period of performance: July 1, 2004 –December 31, 2008.

(b) An additional amount of **$6,068,752.99** is obligated under this contract for payment of fee.

(End of Clause)

3. Contract value is increased by $5,522,059 to account for task orders issued from 03/01/2008 through 09/30/2008. Contract value recap is as follows:

	Previous contract value (Mod 93)	This Mod (109) (rounded)	New Contract Value Totals (rounded)
Cost	$110,954,640.25	**$5,460,658.00**	$116,415,298
Fee	$5,492,490.54	**$61,401.00**	$5,553,892
Total	$116,447,130.79	**$5,522,059.00**	$121,969,190

Contract Section B.4 "Estimated Cost and Award Fee" is deleted in its entirety and is replaced with the following:

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)
The estimated cost, no fee for phase-in activities is **$ 0**

4. Contract section J, Attachment J-1, Appendix III "Award Fee Available Evaluation Periods" is updated to account for the total available award fee for period 8 (03/01/2008 through 08/31/2009).

   Contract section J, Attachment J-1, Appendix III "Award Fee Available Evaluation Periods" is deleted in its entirety and is replaced with the following:

APPENDIX III

AWARD FEE AVAILABLE EVALUATION PERIODS

AF	PERIOD	AVAILABLE AWARD FEE	AWARD FEE SCORE	TOTAL ACTUAL FEE EARNED
1	9-1-04 to 2-28-05	$ 622,622.29	97	$ 603,943.62
2	3-1-05 to 8-31-05	$ 662,238.82	98	$648,994.04
3	9-1-05 to 2-28-06	$ 627,113.44	98	$614,571.17
4	3-1-06 to 8-31-06	$644,824.25	95	$612,583.04
5	9-1-06 to 2-28-07	$667,317.54	98	$653,972.00
6	3-1-07 to 8-31-07	$706,077.88	94	$663,713.00
7	9-1-07 to 2-29-08	$721,818.38	98	$707,382.00
8	3-1-08 to 8-31-08	$770,469.32		
9	9-1-08 to 2-28-09	$107,864.81		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF 4 PAGES

2 AMENDMENT/MODIFICATION NO: 000110

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO:

5 PROJECT NO (if applicable): Y

6 ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Esther Holloway/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

7 ADMINISTERED BY (if other than Item 6) CODE JSC

NASA/Johnson Space Center
Attn: Esther Holloway/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 110
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04CA52C

10B DATED (SEE ITEM 13): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

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

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

The purpose of this modification is issued to:

1) Delete from H.1 Listing of Clauses Incorporated by Reference - NASA FAR Supplement - Clause 1852.242-72 (AUG 1992) OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989)

2) Add H.15 Clause 18.242-94 ADMINISTRATIVE LEAVE (SEP 2004) (SC Requirements Instruction)

See attached pages H-1, H-9, and H-10.

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): Linda A. Ortiz, Director of Contracts

15B CONTRACTOR/OFFEROR: Linda A. Ortiz (Signature of person authorized to sign)

15C DATE SIGNED: 11/03/07

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Keshia Quinn

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

16C DATE SIGNED: 11/13/2008

NSN 7540-01-152-8070
Previous edition unusable

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

CLAUSES THAT PERTAIN TO THE CONTRACT IN GENERAL

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

No FAR By reference in Section H

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.225-70	FEB 2000	EXPORT LICENSES (fill-in JSC)

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS 1852.216-80)(OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

The Contractor agrees to submit a nondisclosure statement per company policy and procedures for all personnel upon employment on the JIMMS contract.

(End of clause)

H.12 PHASE IN

The Contractor shall perform phase-in activities in accordance with Attachment J-17 JIMMS Phase-In Plan, at no cost to the Government. Costs incurred for phase-in activities shall be unallowable under this and any other Government contract.

(End of clause)

H.13 INFORMATION MANAGEMENT TOOL

The Offeror shall provide the information management tool ***Program Information Management System (PIMS)*** to the Government at no direct licensing cost. PIMS shall be delivered to the Government with limited rights in accordance with Alternate III of the 52.227-14, Rights in Data General clause.

(End of clause)

H.14 JIMMS TASK ORDER PROPOSAL DATABASE (JTOP)

The Contractor shall provide the JIMMS Task Order Proposal database (JTOP) to the Government at no direct cost. JTOP shall be delivered to the Government at contract completion with unlimited rights as defined in the Rights and Data General Clause, 52.227-14 as modified at 1852.227-14.

(End of clause)

H.15 ADMINISTRATIVE LEAVE (JSC PROCUREMENT INSTRUCTION 52.242-94) (SEP 2008)

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. Contractor personnel working on-site; and
2. Contractor personnel dedicated to the contract effort who are
    A. working off-site within 10 miles of JSC; and
    B. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.

2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

[End of Section]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 3

2 AMENDMENT/MODIFICATION NO: 000111

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO:

5 PROJECT NO (If applicable): Y

6 ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Ester Holloway/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

7 ADMINISTERED BY (If other than item 6) CODE: 530

NASA/Johnson Space Center
Attn: Ester Holloway/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B DATED (SEE ITEM 13): 06/30/2004

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease: -$13,986.02

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, X is required to sign this document and return 2 copies to the issuing office.

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

Modification #111 is issued to decrease funding obligations from $121,484,394.23 to $121,470,408.21 a decrease of $13,986.02 and reliquitate prior funding.

Replacement page B-2 is attached.

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): Keshia Quinn

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

15C DATE SIGNED

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

16C DATE SIGNED: 11/19/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 109)	**This Mod (95)**	**New Totals**
Cost	$115,795,641.24	**($13,986.02)**	$115,781,655.22
Fee	$6,068,752.99	**$0.00**	$6,068,752.99
Total	$121,864,394.23	**($13,986.02)**	$121,850,408.21

2. Purchase Requisitions:

N/A

3. De-obligations:

Reduce Cost: PO	PLI#	ALI#	Fund	WBS Element	Amt.
NNJ04JA52C	603	6	EXCX22008D	377816.06.02.05.11.01.01	(13,986.02)
Total					**-13,986.02**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)
The estimated cost, no fee for phase-in activities is **$ 0**

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$115,781,655.22**. This allotment covers the following estimated period of performance: July 1, 2004 –December 31, 2008.

(b) An additional amount of **$6,068,752.99** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

For Contract Year 5 is hereby effective for all Task Orders on or after September 1, 2008.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 3

2 AMENDMENT/MODIFICATION NO: 000112

3 EFFECTIVE DATE: See Block 16C

4 REQUISITION/PURCHASE REQ NO:

5 PROJECT NO (If applicable): 7

6 ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Esther H. Lunnon/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Esther H. Lunnon/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(X) 9A AMENDMENT OF SOLICITATION NO:

9B DATED (SEE ITEM 11):

X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B DATED (SEE ITEM 13): 06/30/2004

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 _____ 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 0 copies to the issuing office.

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

The purposes of this Modification are to (1) recognize award fee earned for the eighth award fee evaluation period, March 1, 2008 through August 31, 2008 and (2) to update contract section J-1, Appendix III, "Award Fee Available Evaluation Periods".

1. AWARD FEE EARNED

Award Fee Available for Period 8: $770,464.32

Award Fee Earned: $739,651.00
Less Provisional Fee Payments: $691,496.14

EARNED AWARD FEE PAYMENT

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): Keshia Quinn

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

15C DATE SIGNED

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

16C DATE SIGNED: 12/8/2008

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 NNJ04JA52C/000112	PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
TESSADA & ASSOC INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total to be paid to Contractor: $148,154.86 2. Section J-1, Appendix III, Award Fee Available Evaluation Periods", is deleted in its entirety and is replaced with the attached Appendix III:				

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	PERIOD	AVAILABLE AWARD FEE	AWARD FEE SCORE	TOTAL ACTUAL FEE EARNED
1	9-1-04 to 2-28-05	$ 622,622.29	97	$ 603,943.62
2	3-1-05 to 8-31-05	$ 662,238.82	98	$648,994.04
3	9-1-05 to 2-28-06	$ 627,113.44	98	$614,571.17
4	3-1-06 to 8-31-06	$644,824.25	95	$612,583.04
5	9-1-06 to 2-28-07	$667,317.54	98	$653,972.00
6	3-1-07 to 8-31-07	$706,077.88	94	$663,713.00
7	9-1-07 to 2-29-08	$721,818.38	98	$707,382.00
8	3-1-08 to 8-31-08	$770,469.32	96	$739,651.00
9	9-1-08 to 2-28-09	$107,864.81		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO. 000113

3 EFFECTIVE DATE See Block 16C

4 REQUISITION/PURCHASE REQ. NO.

5 PROJECT NO. (If applicable) Y

6 ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Ester H. Lunnon/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

7 ADMINISTERED BY (If other than item 6) CODE JSC

NASA/Johnson Space Center
Attn: Ester H. Lunnon/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 13) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

The purpose of this modification is to: 1) Add NASA FAR Supplement Clause 1852.242-72 (AUG 1992) OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989). This clause was inadvertently removed by Modification 110 issued on 11/13/2008.

See attached page H-1.

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

15A. NAME AND TITLE OF CONTRACTOR/OFFEROR (Type or print)
Linda A. Ortiz
Director of Contracts

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

15C. DATE SIGNED 12/18/08

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

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

16C. DATE SIGNED 12/19/2008

NSN 7540-01-152-8070
Previous edition unusable

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

CLAUSES THAT PERTAIN TO THE CONTRACT IN GENERAL

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
No FAR By reference in Section H		

II. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.225-70	FEB 2000	EXPORT LICENSES (fill-in JSC)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989)

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS 1852.216-80)(OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 000114

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: 4200275144

5. PROJECT NO (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Ester H. Lunnon/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

7. ADMINISTERED BY (If other than item 6) CODE: JSC

NASA/Johnson Space Center
Attn: Ester H. Lunnon/ BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B. DATED (SEE ITEM 13): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $3,455,922.00

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to:

1) Provisionally increase contract value for funding purposes only. This provisional increase will be superceded at the time the FY09 Task Orders are added to the contract. The total estimated cost, base fee, and maximum award fee are provisionally increased from $121,969,190 to $125,425,112, an increase of $3,455,922.

2) Also, this modification is for the purpose of adding $3,455,922 to contract funding. This raises contract funding from $121,850,408.21 to $125,306,330.21.

See attached page B-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): Charles A. Riley Jr.

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

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED: 12/19/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous Funding (Mod 111)	This Mod (114)	New Funding Totals
Cost	$115,781,655.22	**$3,455,922.00**	$119,237,577.22
Fee	$6,068,752.99	**$0.00**	$6,068,752.99
Total	$121,850,408.21	**$3,455,922.00**	$125,306,330.21

Purchase Requisitions:

PR Number	Value
4200275144(y)	**$3,455,922.00**
Total	**$3,455,922.00**

2. Contract section B.5 "Contract Funding" is deleted in its entirety and is replaced with the following:

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$119,237,577.22**. This allotment covers the following estimated period of performance: July 1, 2004 – March 31, 2009.

(b) An additional amount of **$6,068,752.99** is obligated under this contract for payment of fee.

(End of Clause)

3. Contract value is hereby provisionally increased by $3,455,922. Contract value recap is as follows:

	Previous contract value (Mod 109)	This Mod (114) (rounded)	New Contract Value Totals (rounded)
Cost	$116,415,298.00	**$3,455,922.00**	$119,871,220
Fee	$5,553,892.00	**$0.00**	$5,553,892
Total	$121,969,190.00	**$3,455,922.00**	$125,425,112

Contract Section B.4 "Estimated Cost and Award Fee" is deleted in its entirety and is replaced with the following:

B.4 <u>ESTIMATED COST AND AWARD FEE</u> (NFS 1852.216-85)(SEP 1993)
The estimated cost, no fee for phase-in activities is **$ 0**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)
The estimated cost, no fee for phase-in activities is **$ 0**

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$119,237,577.22**. This allotment covers the following estimated period of performance: July 1, 2004 – March 31, 2009.

(b) An additional amount of **$6,068,752.99** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

For Contract Year 5 is hereby effective for all Task Orders on or after September 1, 2008.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1	3
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $2,218,982.80

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

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

Modification 12 is issued to: (1) increase funding obligations from $19,635,110.36 to $21,854,093.16, an increase of $2,218,982.80; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/17/05

1. Cumulative Funding Data:

	Previous (Mod 11)	This Mod (12)	New Totals
Cost	$18,657,459.48	$2,108,497.53	$20,765,957.01
Fee	977,650.88	110,485.27	1,088,136.15
Total	$19,635,110.36	$2,218,982.80	$21,854,093.16

2. Purchase Requisitions

PR Number	Value
4200101166	$167,597.94
4200101303	$470,000.00
4200101304	$3,018.86
4200101580	$68,956.00
4200102042	$428.00
4200102886	$328,413.00
4200104075	$482,916.00
4200104428	$15,000.00
4200105216	$56,000.00
4200105224	$26,000.00
4200105264	$313,875.00
4200105431	$110,000.00
4200105731	$400,000.00
4200105898	$305,000.00
4200106151	$34,778.00

3. De-obligations

RC	Cost Center	Fund	PR#	SLI	PLI	**Deobligate**
IA IRD	72CTRMEDIA	EXCX22005D	4200096873	10	00125	**563,000.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $20,765,957.01. This allotment covers the following estimated period of performance: July 1, 2004 – April 30, 2005.

(b) An additional amount of $1,088,136.15 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

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

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

Modification 13 is issued to: (1) update Section B.4 of the contract to reflect the current contract value; and (2) update Section J1, Appendix III to reflect current available award fee

Replacement Pages B-2 and J1-8 are attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 4/12/05

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $20,765,957.01. This allotment covers the following estimated period of performance: July 1, 2004 – April 30, 2005.

(b) An additional amount of $1,088,136.15 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29		
2	03/01/05 - 08/31/05	$649,152.41		
3	09/01/05 - 02/28/06	$99,234.22		
4	03/01/06 - 08/31/06			
5	09/01/06 - 02/28/07			
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

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

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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 [X] 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 recognize Earned Award Fee for the 1st evaluation period, September 1, 2004 through February 28, 2005.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Original Signed by Jessica Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 4/19/2005

1. The amount of Award Fee is calculated as follows:

Award Fee Available for the Period:	$622,622.29
Award Fee Earned	$603,943.62
Less: Provisional Award Fee Paid	$ 0
Total Amount to be Paid to Contractor	**$603,943.62**

2. Section J-1, Appendix III, Award Fee Available, is replaced in its entirety to reflect Award Fee earned for the 1st evaluation period September 1, 2004 through February 28, 2005.

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$649,152.41		
3	09/01/05 - 02/28/06	$99,234.22		
4	03/01/06 - 08/31/06			
5	09/01/06 - 02/28/07			
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
15	See Block 16C	See Page 2	Y

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $1,905,461.00

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

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

Modification 15 is issued to: (1) increase funding obligations from $21,854,093.16 to $23,759,554.16, an increase of $1,905,461.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller (Signature of Contracting Officer)	16C. DATE SIGNED 4/19/05

1. Cumulative Funding Data:

	Previous (Mod 12)	This Mod (15)	New Totals
Cost	$20,765,957.01	$1,810,586.28	$22,576,543.29
Fee	1,088,136.15	94,874.72	1,183,010.87
Total	$21,854,093.16	$1,905,461.00	$23,759,554.16

2. Purchase Requisitions

PR Number	Value
4200097680	$265,048.00
4200105680	$3,910.00
4200105855	$80,000.00
4200107505	$1,390,000.00
4200108293	$7,400.00
4200109063	$15,000.00
4200109260	$13,100.00
4200109423	$31,003.00
4200109525	$100,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $22,576,543.29. This allotment covers the following estimated period of performance: July 1, 2004 – May 31, 2005.

(b) An additional amount of $1,183,010.87 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
16	See Block 16C	See Page 2	Y

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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(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)

INCREASE $595,311.19

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

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

Modification 16 is issued to: (1) increase funding obligations from $23,759,554.16 to $24,354,865.35, an increase of $595,311.19; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller (Signature of Contracting Officer)	16C. DATE SIGNED 5/23/05

1. Cumulative Funding Data:

	Previous (Mod 15)	This Mod (16)	New Totals
Cost	$22,576,543.29	$565,670.08	$23,142,213.37
Fee	1,183,010.87	29,641.11	1,212,651.98
Total	$23,759,554.16	$595,311.19	$24,354,865.35

2. Purchase Requisitions

PR Number	Value
4200105803	$2,100.00
4200110824	$85,000.00
4200111869	$14,643.00
4200111920	$29,792.00
4200111997	$138,170.00
4200113419	$203,449.19
4200113829	$90,000.00
4200113853	$4,157.00
4200114513	$28,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $23,142,213.37. This allotment covers the following estimated period of performance: July 1, 2004 – June 30, 2005.

(b) An additional amount of $1,212,651.98 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 / 3
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $649,775.69

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

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

Modification 17 is issued to: (1) increase funding obligations from $24,354,865.35 to $25,004,641.04, an increase of $649,775.69; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 6/29/05

1. Cumulative Funding Data:

	Previous (Mod 16)	This Mod (17)	New Totals
Cost	$23,142,213.37	$617,422.74	$23,759,636.11
Fee	1,212,651.98	32,352.95	1,245,004.93
Total	$24,354,865.35	$649,775.69	$25,004,641.04

2. Purchase Requisitions

PR Number	Value
4200115506	$12,529.00
4200117812	$120,231.99
4200117819	$281,998.00
4200117984	$235,116.70

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

(End of Clause)

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $23,759,636.11. This allotment covers the following estimated period of performance: July 1, 2004 – June 30, 2005.

(b) An additional amount of $1,245,004.93 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1	3
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. (If applicable) Y

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $2,276,869.97

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

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

Modification 18 is issued to: (1) increase funding obligations from $25,004,641.04 to $27,281,511.01, an increase of $2,276,869.97; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller (Signature of Contracting Officer)	16C. DATE SIGNED 7/26/05

1. Cumulative Funding Data:

	Previous (Mod 17)	This Mod (18)	New Totals
Cost	$23,759,636.11	$2,163,502.44	$25,923,138.55
Fee	1,245,004.93	113,367.53	1,358,372.46
Total	$25,004,641.04	$2,276,869.97	$27,281,511.01

2. Purchase Requisitions

PR Number	Value
4200101301	$12,568.00
4200117621	$1,800.00
4200119080	$9,881.66
4200119436	$10,000.00
4200119497	$12,000.00
4200119959	$18,000.00
4200119969	$197,370.00
4200119981	$125,000.00
4200119983	$75,000.00
4200120800	$9,000.00
4200120859	$10,487.31
4200121233	$133,852.00
4200122006	$160,000.00
4200122271	$400,000.00
4200122273	$1,022,926.00
4200122586	$4,464.00
4200123066	$74,521.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $25,923,138.55. This allotment covers the following estimated period of performance: July 1, 2004 – August 31, 2005.

(b) An additional amount of $1,358,372.46 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 | 3	
2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y
6. ISSUED BY CODE BJ2/JHJ		7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ	

6. ISSUED BY
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)*
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

DECREASE $223,385.35

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

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

Modification 19 is issued to: (1) decrease funding obligations from $27,281,511.01 to $27,058,125.66, a decrease of $223,385.35; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/19/05

1. Cumulative Funding Data:

	Previous (Mod 18)	This Mod (19)	New Totals
Cost	$25,923,138.55	$ (212,262.78)	$25,710,875.77
Fee	1,358,372.46	(11,122.57)	1,347,249.89
Total	$27,281,511.01	$ (223,385.35)	$27,058,125.66

2. Purchase Requisitions

PR Number	Value
4200124850	$31940.12
4200126339	$205,879.53
4200126851	$64,783.00
4200126899	$1,688.00
4200127356	$9,502.00

3. De-obligations

Cost Center	Fund	PR#	SLI	PLI	**Deobligate**
72AE11	ESAX22005D	4200113419	50	176	**$32,178.00**
72OH11	FC400000	4200096700	10	123	**$380,000.00**
72CTRCMAP	EXCX22005D	4200119981	10	211	**$125,000.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $25,710,875.77. This allotment covers the following estimated period of performance: July 1, 2004 – September 30, 2005.

(b) An additional amount of $1,347,249.89 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 | 2
2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

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

Modification # 20 is issued to make key personnel changes as follows:

Replacement Page H-4 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/24/05

Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor.

4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

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

(a) The personnel and/or facilities listed below 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) 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.

(End of clause)

H.7 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 / 3	
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y
6. ISSUED BY CODE BJ2/JHJ		7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ	

6. ISSUED BY
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)*
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $2,597,728.11

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

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

Modification 21 is issued to: (1) increase funding obligations from $27,058,125.66 to $29,655,853.77, an increase of $2,597,728.11; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/19/05

1. Cumulative Funding Data:

	Previous (Mod 19)	This Mod (21)	New Totals
Cost	$25,710,875.77	$2,468,384.75	$28,179,260.52
Fee	1,347,249.89	129,343.36	1,476,593.25
Total	$27,058,125.66	$2,597,728.11	$29,655,853.77

2. Purchase Requisitions

PR Number	Value
4200127083	$30,554.31
4200127611	$300.00
4200129232	$13,543.00
4200130281	$29,424.93
4200131410	$80,000.00
4200131595	$580,000.00
4200131733	$40,000.00
4200131878	$263,453.00
4200132036	$60,000.00
4200132163	$1,447,192.27
4200134026	$53,260.60

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $28,179,260.52. This allotment covers the following estimated period of performance: July 1, 2004 – November 30, 2005.

(b) An additional amount of $1,476,593.25 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 / 3
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2/JHF

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHF

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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 [X] 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 recognize Earned Award Fee for the 2nd evaluation period, March 1, 2005 through August 31, 2005.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/24/05

1. The amount of Award Fee is calculated as follows:

Award Fee Available for the Period:	$662,238.82
Award Fee Earned	$648,994.04
Less: Provisional Award Fee Paid	$519,321.900
Total Amount to be Paid to Contractor	**$129,672.14**

2. Section J-1, Appendix III, Award Fee Available, is replaced in its entirety to reflect Award Fee earned for the 1st evaluation period March 1, 2005 through August 31, 2005.

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$626,123.41		
4	03/01/06 - 08/31/06	$615,388.76		
5	09/01/06 - 02/28/07	$99,023.07		
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1	2
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

Modification 23 is issued to update Section B.4 of the contract to reflect the current contract value.

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/25/05

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $28,179,260.52. This allotment covers the following estimated period of performance: July 1, 2004 – November 30, 2005.

(b) An additional amount of $1,476,593.25 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 offor 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to 1.) remove the Key Personnel Designation of Deputy Program Manager from Section H, Clause H.6 "Key Personnel and Facilities".

See Page .

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Roger Bromen, Chief Operating Officer	Jessica C. Miller, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ R. Bromen (Signature of person authorized to sign)	11/1/05	BY /s/ J. Miller (Signature of Contracting Officer)	11/2/05

1. Section H, Clause H.6 "Key Personnel and Facilities" is deleted in its entirety and replaced with the following:

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

(a) The personnel and/or facilities listed below 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) 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.

2. All other terms and conditions of the contract remain the same.

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1	3
2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y
6. ISSUED BY CODE BJ2/JHS		7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHS	

6. ISSUED BY
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)*
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $2,881,467.00

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

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

Modification 25 is issued to: (1) increase funding obligations from $29,655,853.77 to $32,537,320.77, an increase of $2,881,467.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/18/05

1. Cumulative Funding Data:

	Previous (Mod 21)	This Mod (25)	New Totals
Cost	$28,179,260.52	$2,737,996.01	$30,917,256.53
Fee	1,476,593.25	143,470.99	1,620,064.24
Total	$29,655,853.77	$2,881,467.00	$32,537,320.77

2. Purchase Requisitions

PR Number	Value
4200135102	$8,205.00
4200135173	$640,000.00
4200135915	$531,927.00
4200136173	$126,335.00
4200136934	$210,000.00
4200136696	$865,000.00
4200136880	$500,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $30,917,256.53. This allotment covers the following estimated period of performance: July 1, 2004 – December 31, 2005.

(b) An additional amount of $1,620,064.24 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 / 3	
2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y
6. ISSUED BY CODE BJ2/JHS		7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHS	

6. ISSUED BY
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)*
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $1,505,975

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

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

Modification 25 is issued to: (1) increase funding obligations from $32,537,320.77 to $34,043,295.77, an increase of $1,505,975.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/16/05

1. Cumulative Funding Data:

	Previous (Mod 25)	This Mod (26)	New Totals
Cost	$30,917,256.53	$1,430,991.07	$32,348,247.60
Fee	1,620,064.24	74,983.93	1,695,048.17
Total	$32,537,320.77	$1,505,975.00	$34,043,295.77

2. Purchase Requisitions

PR Number	Value
4200136462	$240,934.00
4200137261	$22,346.00
4200137377	$150,000.00
4200137636	$100,000.00
4200138185	$4,942.00
4200139420	$220,000.00
4200139452	$611,880.00
4200139158	$110,873.00
4200139353	$45,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $32,348,247.60. This allotment covers the following estimated period of performance: July 1, 2004 – January 20, 2006.

(b) An additional amount of $1,695,048.17 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 3

2. AMENDMENT/MODIFICATION NO. 27

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Section J-9 Performance Standards.

Replaced with the attached J-9 Performance Standards.

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)	
PATTI PRICE DIRECTOR OF CONTRACTS		Laurie B. Emmitte, Contracting Officer	
15B. Patti C. Price (Signature of person authorized to sign)	15C. DATE SIGNED 1-24-06	16B. UNITED STATES OF AMERICA BY Laurie B. Emmitte (Signature of Contracting Officer)	16C. DATE SIGNED 1-27-06

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
JSC MS Word (Aug 95)

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

Attachment J - 9, Performance Standards

JIMMS Work Breakdown Structure (WBS)	Timeliness	Performance Standard	Method of Surveillance
6.1.3 Engineering Drawing Control Center (EDCC)	X	For priority and instock requests, 99% within 1-3 working days. For routine requests (25 pages or less), 99% within 7 working days. For large orders (25-100 pages), 99% within 10 working days. For specialty orders, 99% within 10 working days. For facilty as-built packages, 99% within 12 working days (after selection by monitor for as-builts.) Contractor shall release instructional materials and/or training programs simultaneously with the release of systems and services.	Random Sample

Attachment J - 9, Performance Standards

JIMMS Work Breakdown Structure (WBS)	Timeliness	Performance Standard	Method of Surveillance
6.2.3 Multimedia Repository Management	X	(Imagery) 95% of requests within Patron requested deadline. 95% of routine requests within 2 working days. 95% in-depth requests within 7 working days.	Project status briefings and activity reports. Monthly metrics review.

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $3,206,335.00

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

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

Modification 28 is issued to: (1) increase funding obligations from $34,043,295.77 to $37,249,630.77, an increase of $3,206,335.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Frances L. Mahan, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ F. Mahan (Signature of Contracting Officer)	16C. DATE SIGNED 1/26/06

1. Cumulative Funding Data:

	Previous (Mod 26)	This Mod (28)	New Totals
Cost	$32,348,247.60	$ 3,046,688.52	$35,394,936.12
Fee	1,695,048.17	159,646.48	1,854,694.65
Total	$34,043,295.77	$ 3,206,335.00	$37,249,630.77

2. Purchase Requisitions

PR Number	Value
4200141936	$8,520.00
4200142630	$150,000.00
4200142457	$150,000.00
4200141924	$400,000.00
4200143566	$1,075,185.00
4200143488	$560,000.00
4200143681	$70,500.00
4200143750	$415,000.00
4200143192	$380,000.00

3. De-obligations

Cost Center	Fund	PR#	SLI	PLI	**Deobligate**
72KT11	ESAX22005D	4200129232		225	**$2,600.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $35,394,936.12. This allotment covers the following estimated period of performance: July 1, 2004 – March 17, 2006.

(b) An additional amount of $1,854,694.65 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 / 3
2. AMENDMENT/MODIFICATION NO. 29	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y
6. ISSUED BY CODE BJ2/JHS		7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHS	

6. ISSUED BY
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)*
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $4,389,410.00

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

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

Modification 29 is issued to: (1) increase funding obligations from $37,249,630.77 to $37,249,900.77, an increase of $270 due to a calculation error in Modification 28; (2) increase funding obligations from $37,249,900.77, an increase of $4,389,410.00; and (3) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ L. DeClaire *(Signature of Contracting Officer)*	16C. DATE SIGNED 2/22/06

1. Cumulative Funding Data:

	Previous (Mod 28)	This Mod (29)	New Totals
Cost	$35,395,192.68	$ 4,170,857.09	$39,566,049.77
Fee	1,854,708.09	218,552.91	2,073,261.00
Total	$37,249,900.77	$ 4,389,410.00	$41,639,310.77

2. Purchase Requisitions

PR Number	Value
4200145000	$45,000.00
4200146445	$20,000.00
4200146971	$1,344,980.00
4200144922	$5,300.00
4200146176	$183,130.00
4200147171	$50,000.00
4200147201	$2,000,000.00
4200147263	$741,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $39,566,049.77. This allotment covers the following estimated period of performance: July 1, 2004 – May 14, 2006.

(b) An additional amount of $2,073,261.00 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 14

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
30	See Block 16C	N/A	Y

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Procurement Information Circular (PIC) 04-12 and Mutual Agreement of the Parties
	d. OTHER (Specify type of modification and authority)

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 30 is issued to: (1) incorporate into Section J, Attachment J-7 of the contract Revision No. 26 to Wage Determination (WD) 94-2516, dated September 1, 2005

Replacement Pages for entire Section J, Attachment J-7.

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ L. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 3/7/06

STANDARD FORM 98

January 1996

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(See Instructions on Reverse)

1. NOTICE NO.

41793

Memorandum

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

2. Estimated solicitation date *(use numerals)*

Month	Day	Year

3. Estimated date bids or proposals to be opened Or negotiations begun *(use numerals)*

Month	Day	Year

4. Date contract performance to begin *(use numerals)* Extension

Month	Day	Year
09	01	05

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

II: JSC Information Management and Media Services
Contract Period: 09/01/05to 08/31/06

7. INFORMATION ABOUT PERFORMANCE

A. [X] Services now performed by a contractor

B. [ ] Services now performed by Federal employees

C. [ ] Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Tessada & Associates
P.O. Box 58807
Houston, TX 77258

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). ***Important:*** Attach copies of current applicable collective bargaining agreements

None

9. OFFICIAL SUBMITTING NOTICE

SIGNED:	DATE
Original signed by	02/23/06
TYPE OR PRINT NAME	**TELEPHONE NO.**
Connie R. Pritchard Contract Labor Relations Officer	281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center
Connie R. Pritchard, Mail Code BA2
2101 NASA Parkway
Houston, TX 77058

RESPONSE TO NOTICE
(by Department of Labor)

A. [X] The attached wage determination(s) listed below apply to procurement.
WD 94-2516, Rev 26

B. [ ] As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. [ ] From information supplied, the Service Contract Act does not apply *(see attached explanation)*.

D. [ ] Notice returned for additional information *(see attached explanation)*

Signed: _____
(U.S. Department of Labor)

_____
(Date)

98-103

COMPUTER-GENERATED 1/96

SF 98 Request
A12118
JSC Information Management and Media Services
NASA Johnson Space Center

Item 8. a.

NAS 9-97001	InDyne, Inc. 1322 Space Park Drive, Suite C275 Nassau Bay, TX 77058
NAS 9-01122	Scientific Applications International Corporation (SAIC) 2200 Space Park Drive, Suite 200 Houston, TX 77058
NAS 9-97135	Muniz Engineering 16903 Buccaneer Lane, Suite 200 Houston, TX 77058

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No. NASA 41793

12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Nonexempt/Nonunion: Occupations Included in "DOL Directory"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Secretary, I	1	GS-4 $13.64
Secretary, II	1	GS-5 $15.26
Secretary, III	1	GS-6 $17.01
Secretary, IV	2	GS-7 $18.90
Library Technician	8	GS-5 $15.26
Exhibits Specialist, I	5	GS-5 $15.26
Production Control Clerk	2	GS-6 $17.01
General Clerk, I	2	GS-1 $9.90
General Clerk, II	5	GS-2 $11.13
General Clerk, III	5	GS-3 $12.15
General Clerk, IV	9	GS-4 $13.64
Illustrator, I	3	GS-5 $15.26
Illustrator, II	3	GS-7 $18.90
Instructor	3	GS-9 $23.12
Drafter, III	1	GS-5 $15.26
Drafter, IV	1	GS-7 $18.90
Photographer, II	1	GS-5 $15.26
Photographer, III	2	GS-7 $18.90
Photographer, IV	1	GS-9 $23.12
Material Expeditor	1	WG-7 $18.43
Engineering Technician, I	10	GS-3 $12.15
Engineering Technician, II	13	GS-4 $13.64
Engineering Technician, III	21	GS-5 $15.26
Engineering Technician, IV	1	GS-7 $18.90
Computer Operator, II	1	GS-5 $15.26
Computer Operator, III	5	GS-6 $17.01
Computer Operator, IV	6	GS-7 $18.90
Computer Operator, V	6	GS-6 $17.01
Carpenter, Maintenance	1	WG-10 $22.03
Warehouse Specialist	1	WG-5 $15.64

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

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2516
Revision No.: 26
Date of Revision: 05/23/2005

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	17.73
01050 - Dispatcher, Motor Vehicle	15.40
01060 - Document Preparation Clerk	12.07
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	12.07
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.63
01116 - General Clerk II	10.80
01117 - General Clerk III	12.97
01118 - General Clerk IV	14.88
01120 - Housing Referral Assistant	19.36
01131 - Key Entry Operator I	11.20
01132 - Key Entry Operator II	14.32
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	18.50
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.67
01311 - Secretary I	14.67
01312 - Secretary II	17.73
01313 - Secretary III	19.36
01314 - Secretary IV	22.76
01315 - Secretary V	25.57
01320 - Service Order Dispatcher	14.63
01341 - Stenographer I	12.72

01342 - Stenographer II	15.12
01400 - Supply Technician	22.76
01420 - Survey Worker (Interviewer)	15.53
01460 - Switchboard Operator-Receptionist	10.88
01510 - Test Examiner	17.73
01520 - Test Proctor	17.73
01531 - Travel Clerk I	11.56
01532 - Travel Clerk II	12.46
01533 - Travel Clerk III	13.33
01611 - Word Processor I	11.45
01612 - Word Processor II	13.79
01613 - Word Processor III	16.27

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	13.45
03041 - Computer Operator I	13.45
03042 - Computer Operator II	15.53
03043 - Computer Operator III	17.54
03044 - Computer Operator IV	24.69
03045 - Computer Operator V	23.90
03071 - Computer Programmer I (1)	21.12
03072 - Computer Programmer II (1)	26.16
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.41
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.45

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	21.26
05010 - Automotive Glass Installer	21.68
05040 - Automotive Worker	20.91
05070 - Electrician, Automotive	22.66
05100 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	8.01
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.33
07070 - Dishwasher	8.11
07130 - Meat Cutter	12.36
07250 - Waiter/Waitress	7.75

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	16.09
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.39
11090 - Gardener	12.14
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	7.68
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.27
11270 - Pest Controller	12.98
11300 - Refuse Collector	9.12
11330 - Tractor Operator	11.44
11360 - Window Cleaner	8.92

12000 - Health Occupations

12020 - Dental Assistant	14.22
12040 - Emergency Medical Technician (EMT)/Paramedic /Ambulance Driver	12.93
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.88
12073 - Licensed Practical Nurse III	17.10
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	13.13
12190 - Medical Record Technician	16.02
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	37.96
12316 - Registered Nurse IV	43.48

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Technician	12.96
13071 - Photographer I	13.93

13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	7.98
15030 - Counter Attendant	7.98
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	7.98
15090 - Presser, Hand	7.98
15100 - Presser, Machine, Drycleaning	7.98
15130 - Presser, Machine, Shirts	7.98
15160 - Presser, Machine, Wearing Apparel, Laundry	7.98
15190 - Sewing Machine Operator	10.85
15220 - Tailor	11.67
15250 - Washer, Machine	8.76

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	18.50
21030 - Material Expediter	18.50
21040 - Material Handling Laborer	12.26
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	12.43
21130 - Shipping Packer	12.43
21140 - Store Worker I	9.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.57
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84

23000 - **Mechanics and Maintenance and Repair Occupations**

23010 - Aircraft Mechanic	23.19
23040 - Aircraft Mechanic Helper	18.07
23050 - Aircraft Quality Control Inspector	24.21
23060 - Aircraft Servicer	20.10
23070 - Aircraft Worker	21.18
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	25.19
23181 - Electronics Technician, Maintenance I	15.91
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17

23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.17
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.47
23470 - Laborer	10.14
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.48
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.47
23850 - Rigger	17.47
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23930 - Telecommunication Mechanic I	21.33
23931 - Telecommunication Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.43
23970 - Woodcraft Worker	17.47
23980 - Woodworker	10.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	6.36
24630 - Homemaker	15.41
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
(not set) - Police Officer	21.21
27004 - Alarm Monitor	13.96
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.14
27102 - Guard II	17.90
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.16
28020 - Hatch Tender	16.16
28030 - Line Handler	16.16

28040 - Stevedore I	15.12
28050 - Stevedore II	17.21

29000 - Technical Occupations

21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	35.18
29011 - Air Traffic Control Specialist, Station (2)	24.26
29012 - Air Traffic Control Specialist, Terminal (2)	26.71
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	27.31
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29061 - Drafter I	16.82
29062 - Drafter II	17.44
29063 - Drafter III	21.12
29064 - Drafter IV	26.79
29081 - Engineering Technician I	15.08
29082 - Engineering Technician II	18.74
29083 - Engineering Technician III	21.81
29084 - Engineering Technician IV	27.69
29085 - Engineering Technician V	36.15
29086 - Engineering Technician VI	41.10
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45
29160 - Instructor	23.47
29210 - Laboratory Technician	19.77
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.80
29362 - Paralegal/Legal Assistant II	21.38
29363 - Paralegal/Legal Assistant III	26.62
29364 - Paralegal/Legal Assistant IV	29.59
29390 - Photooptics Technician	26.79
29480 - Technical Writer	24.02
29491 - Unexploded Ordnance (UXO) Technician I	22.35
29492 - Unexploded Ordnance (UXO) Technician II	27.05
29493 - Unexploded Ordnance (UXO) Technician III	34.42
29494 - Unexploded (UXO) Safety Escort	22.35
29495 - Unexploded (UXO) Sweep Personnel	22.35
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	15.48
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.67
31300 - Taxi Driver	9.00
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	14.97
31363 - Truckdriver, Heavy Truck	16.00
31364 - Truckdriver, Tractor-Trailer	16.00

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	8.21
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	9.72
99042 - Carnival Equipment Repairer	10.22
99043 - Carnival Worker	7.50
99050 - Desk Clerk	10.65
99095 - Embalmer	19.59
99300 - Lifeguard	11.75
99310 - Mortician	24.04
99350 - Park Attendant (Aide)	14.75
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.48
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	13.45
99610 - Sales Clerk	10.85
99620 - School Crossing Guard (Crosswalk Attendant)	8.29
99630 - Sport Official	11.47
99658 - Survey Party Chief (Chief of Party)	19.92
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.23
99660 - Surveying Aide	13.64
99690 - Swimming Pool Operator	13.10
99720 - Vending Machine Attendant	10.91
99730 - Vending Machine Repairer	13.10
99740 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea L. Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

Modification 31 is issued to update Section B.4 of the contract to reflect the current contract value.

Replacement Page B-2 is attached.

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)* Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ L. DeClaire *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/10/06

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $28,179,260.52. This allotment covers the following estimated period of performance: July 1, 2004 – November 30, 2005.

(b) An additional amount of $1,476,593.25 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

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

6. ISSUED BY CODE BJ2/JHF

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHF

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

Modification 32 is issued to update Section J1, Appendix III to reflect current available award fee pools.

Replacement page J1-8 is attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 3/4/06

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44		
4	03/01/06 - 08/31/06	$624,420.74		
5	09/01/06 - 02/28/07	$99,463.68		
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $3,985,982.38

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

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

Modification 31 is issued to: (1) increase funding obligations from $41,639,310.77 to $45,625,293.15, an increase of $3,985,982.38; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 3-24-06

1. Cumulative Funding Data:

	Previous (Mod 29)	This Mod (33)	New Totals
Cost	$39,566,049.77	$ 3,787,516.51	$43,353,566.28
Fee	2,073,261.00	198,465.87	2,271,726.87
Total	$41,639,310.77	$ 3,985,982.38	$45,625,293.15

2. Purchase Requisitions

PR Number	Value
4200147815 (Y)	$30,000.00
4200147968 (Y)	$92,000.00
4200147981 (Y)	$19,000.00
4200148645 (Y)	$7,352.00
4200149461 (Y)	$1,200.00
4200149622 (Y)	$750,000.00
4200150271 (Y)	$427,123.54
4200150695 (Y)	$164,000.00
4200150702 (Y)	$472,772.00
4200150703 (Y)	$119,973.00
4200151039 (Y)	$3,236.00
4200151244 (Y)	$40,000.00
4200151584 (Y)	$19,000.00
4200151593 (Y)	$1,840,325.84

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $43,353,566.28. This allotment covers the following estimated period of performance: July 1, 2004 – June 16, 2006.

(b) An additional amount of $2,271,726.87 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $629,734.05

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

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

Modification 34 is issued to: (1) increase funding obligations from $45,625,293.15 to $46,255,027.20, an increase of $629,734.05; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 7/19/04

1. Cumulative Funding Data:

	Previous (Mod 33)	This Mod (34)	New Totals
Cost	$43,353,566.28	$ 598,378.99	$43,951,945.27
Fee	2,271,726.87	31,355.06	2,303,081.93
Total	$45,625,293.15	$ 629,734.05	$46,225,027.20

2. Purchase Requisitions

PR Number	Value
4200153940	$1,200.00
4200154177	$10,700.00
4200154221	$56,570.00
4200154630	$140,000.00
4200154703	$25,100.00
4200155081	$400,000.00

3. De-obligations

Cost Center	Fund	Project WBS	PR#	SLI	PLI	Deobligate
72KA11	ESAX22005D	72-344-39-05	4200105216		148	**$79.43**
72KA11	ESAX22005D	72-344-39-05	4200105803		166	**$2,095.39**
72KT11	ESAX22005D	72-624-08-AA	4200129239		225	**$1,661.13**
Total Deob						**$3,835.95**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $43,951,945.27. This allotment covers the following estimated period of performance: July 1, 2004 – May 31, 2006.

(b) An additional amount of $2,303,081.93 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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 recognize Earned Award Fee for the 3rd evaluation period, September 1, 2005 through February 28, 2006.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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)	
		Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 4-25-06

1. The amount of Award Fee is calculated as follows:

Award Fee Available for the Period:	$627,113.44
Award Fee Earned	$614,571.17
Less: Provisional Award Fee Paid	$503,969.25
Total Amount to be Paid to Contractor	**$110,601.92**

2. Section J-1, Appendix III, Award Fee Available, is replaced in its entirety to reflect Award Fee earned for the 3rd evaluation period September 1, 2005 through February 28, 2006.

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.00	98	$614,571.17
4	03/01/06 - 08/31/06	$615,388.76		
5	09/01/06 - 02/28/07	$99,023.07		
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 3

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 [ ] 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)

INCREASE $63,000.00

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

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

Modification 36 is issued to: (1) increase funding obligations from $46,255,027.20 to $46,318,027.20, an increase of $63,000; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)
	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	4-25-06

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
USC MS Word (Aug 99)

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

1. Cumulative Funding Data:

	Previous (Mod 34)	This Mod (36)	New Totals
Cost	$43,951,945.27	$59,863.17	$44,011,808.44
Fee	2,303,081.93	3,136.83	2,306,218.76
Total	$46,255,027.20	$63,000.00	$46,318,027.20

2. Purchase Requisitions

PR Number	Value
4200155555 Y	$63,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $44,011,808.44. This allotment covers the following estimated period of performance: July 1, 2004 – May 31, 2006.

(b) An additional amount of $2,306,218.76 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 [ ] 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)

INCREASE $1,410,364.00

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

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

Modification 37 is issued to: (1) increase funding obligations from $46,318,027.20 to $47,728,391.20, an increase of $1,410,364.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)
	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	5 23 06

1. Cumulative Funding Data:

	Previous (Mod 36)	This Mod (37)	New Totals
Cost	$44,011,808.44	$1,340,140.63	$45,351,949.07
Fee	2,306,218.76	70,223.37	2,376,442.13
Total	$46,318,027.20	$1,410,364.00	$47,728,391.20

2. Purchase Requisitions

PR Number	Value
4200155719 (Y)	$95,000.00
4200155983 (Y)	$648,535.00
4200156084 (Y)	$2,000.00
4200156569 (Y)	$30,643.00
4200157810 (Y)	$15,150.00
4200158778 (Y)	$33,000.00
4200158967 (Y)	$100,000.00
4200159209 (Y)	$79,836.00
4200159392 (Y)	$400,000.00
4200157831 (Y)	$6,200.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $45,351,949.07. This allotment covers the following estimated period of performance: July 1, 2004 – August 6, 2006.

(b) An additional amount of $2,376,442.13 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea L. Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (x)

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

Modification 38 is issued to: (1) update Section B.4 of the contract to reflect the current contract value and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and J1-8 are attached.

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)
	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Laurie K. DeClaire (Signature of Contracting Officer)	5-25-06

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $45,351,949.07. This allotment covers the following estimated period of performance: July 1, 2004 – August 6, 2006.

(b) An additional amount of $2,376,442.13 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$634,678.59		
5	09/01/06 - 02/28/07	$100,834.82		
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 [ ] 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)

INCREASE $2,006,617.00

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

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

Modification 39 is issued to: (1) increase funding obligations from $47,728,391.20 to $49,735,008.20, an increase of $2,006,617.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 6-22-04

1. Cumulative Funding Data:

	Previous (Mod 37)	**This Mod (39)**	**New Totals**
Cost	$45,351,949.07	$1,906,705.63	$47,258,654.70
Fee	2,376,442.13	99,911.37	2,476,353.50
Total	$47,728,391.20	$2,006,617.00	$49,735,008.20

2. Purchase Requisitions

PR Number	**Value**
4200160846 (Y)	$150,000.00
4200161159 (Y)	$185,000.00
4200162420 (Y)	$113,403.00
4200162862 (Y)	$28,000.00
4200163546 (Y)	$1,530,214.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $47,258,654.70. This allotment covers the following estimated period of performance: July 1, 2004 – August 31, 2006.

(b) An additional amount of $2,476,353.50 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $532,689.00

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

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

Modification 40 is issued to: (1) increase funding obligations from $49,735,008.20 to $50,267,697.20, an increase of $532,689.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Billy Autry, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 7/11/06

1. Cumulative Funding Data:

	Previous (Mod 39)	**This Mod (40)**	**New Totals**
Cost	$47,258,654.70	$506,165.91	$47,764,820.61
Fee	2,476,353.50	26,523.09	2,502,876.59
Total	$49,735,008.20	$532,689.00	$50,267,697.20

2. Purchase Requisitions

PR Number	**Value**
4200165222 (Y)	$532,689.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $47,764,820.61. This allotment covers the following estimated period of performance: July 1, 2004 – September 8, 2006.

(b) An additional amount of $2,502,876.59 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $2,674,161.89

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

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

Modification 41 is issued to: (1) increase funding obligations from $50,267,697.20 to $52,941,859.09, an increase of $2,674,161.89; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

1. Cumulative Funding Data:

	Previous (Mod 40)	**This Mod (41)**	**New Totals**
Cost	$47,764,820.61	$2,541,012.82	$50,305,833.43
Fee	2,502,876.59	133,149.07	2,636,025.66
Total	$50,267,697.20	$2,674,161.89	$52,941,859.09

2. Purchase Requisitions

PR Number	**Value**
4200163188 (Y)	$67,703.04
4200163781 (Y)	$12,776.00
4200164634 (Y)	$6,500.00
4200164804 (Y)	$258,000.00
4200165331 (Y)	$5,503.42
4200165655 (Y)	$13,214.00
4200165696 (Y)	$6,602.86
4200165854 (Y)	$849,000.00
4200165923 (Y)	$286,596.72
4200166201 (Y)	$70,000.00
4200166260 (Y)	$790,669.79
4200166391 (Y)	$100,000.00
4200166813 (Y)	$200,000.00
4200166947 (Y)	$50,000.00
4200167051 (Y)	$56,000.00
4200167291 (Y)	$6,700.00

3. De-obligations

Cost Center	**Fund**	**Project WBS**	**PR#**	**PLI**	**Deobligate**
72AE11	ESAX22006D	72-373371	4200150703	287	$105,103.94

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $50,305,833.43. This allotment covers the following estimated period of performance: July 1, 2004 – October 8, 2006.

(b) An additional amount of $2,636,025.66 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 14

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
42	See Block 16C	N/A	Y

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
BJ2/JHS	BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Procurement Information Circular (PIC) 04-12 and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 42 is issued to: (1) incorporate into Section J, Attachment J-7 of the contract Revision No. 28 to Wage Determination (WD) 94-2516, dated September 1, 2006

Replacement Pages for entire Section J, Attachment J-7

15. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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)
PATTI PRICE DIRECTOR OF CONTRACTS	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Patti Price (Signature of person authorized to sign)	8-2-06	BY Laurie K. DeClaire (Signature of Contracting Officer)	7-25-06

NSN 7540-01-152-8070
PREVIOUS EDITION UNLIMITED

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

STANDARD FORM 98

January 1996

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(See Instructions on Reverse)

1. NOTICE NO.
45847

Memorandum

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

2. Estimated solicitation date *(use numerals)*

Month	Day	Year

3. Estimated date bids or proposals to be opened Or negotiations begun *(use numerals)*

Month	Day	Year

4. Date contract performance to begin *(use numerals)* Extension

Month	Day	Year
09	01	06

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

II: JSC Information Management and Media Services
Contract Period: 09/01/06 to 08/31/07

7. INFORMATION ABOUT PERFORMANCE

A. [X] Services now performed by a contractor
B. [ ] Services now performed by Federal employees
C. [ ] Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Tessada & Associates
P.O. Box 58807
Houston, TX 77258

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). ***Important:*** Attach copies of current applicable collective bargaining agreements

None

9. OFFICIAL SUBMITTING NOTICE

SIGNED:	DATE
Original signed by	07/11/06
TYPE OR PRINT NAME	**TELEPHONE NO.**
Connie R. Pritchard Contract Labor Relations Officer	281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center
Connie R. Pritchard, Mail Code BA2
2101 NASA Parkway
Houston, TX 77058

RESPONSE TO NOTICE
(by Department of Labor)

A. [X] The attached wage determination(s) listed below apply to procurement.
WD 94-2516, Rev 28

B. [ ] As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. [ ] From information supplied, the Service Contract Act does not apply *(see attached explanation)*.

D. [ ] Notice returned for additional information *(see attached explanation)*

Signed: _____
(U.S. Department of Labor)

_____
(Date)

98-103

COMPUTER-GENERATED 1/96

SF 98 Request
A12118
JSC Information Management and Media Services
NASA Johnson Space Center

Item 8. a.

NAS 9-97001	InDyne, Inc. 1322 Space Park Drive, Suite C275 Nassau Bay, TX 77058
NAS 9-01122	Scientific Applications International Corporation (SAIC) 2200 Space Park Drive, Suite 200 Houston, TX 77058
NAS 9-97135	Muniz Engineering 16903 Buccaneer Lane, Suite 200 Houston, TX 77058

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No. NASA 45847
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Nonexempt/Nonunion: Occupations Included in "DOL Directory"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Secretary, I	1	GS-4 $13.64
Secretary, II	1	GS-5 $15.26
Secretary, III	1	GS-6 $17.01
Secretary, IV	2	GS-7 $18.90
Library Technician	8	GS-5 $15.26
Exhibits Specialist, I	5	GS-5 $15.26
Production Control Clerk	2	GS-6 $17.01
General Clerk, I	2	GS-1 $9.90
General Clerk, II	5	GS-2 $11.13
General Clerk, III	5	GS-3 $12.15
General Clerk, IV	9	GS-4 $13.64
Illustrator, I	3	GS-5 $15.26
Illustrator, II	3	GS-7 $18.90
Instructor	3	GS-9 $23.12
Drafter, III	1	GS-5 $15.26
Drafter, IV	1	GS-7 $18.90
Photographer, II	1	GS-5 $15.26
Photographer, III	2	GS-7 $18.90
Photographer, IV	1	GS-9 $23.12
Material Expeditor	1	WG-7 $18.43
Engineering Technician, I	10	GS-3 $12.15
Engineering Technician, II	13	GS-4 $13.64
Engineering Technician, III	20	GS-5 $15.26
Engineering Technician, IV	1	GS-7 $18.90
Computer Operator, II	1	GS-5 $15.26
Computer Operator, III	5	GS-6 $17.01
Computer Operator, IV	6	GS-7 $18.90
Computer Operator, V	6	GS-6 $17.01
Carpenter, Maintenance	1	WG-10 $22.03
Warehouse Specialist	1	WG-5 $15.64

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

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

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2516
Revision No.: 28
Date of Last Revision: 05/24/2006

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	17.73
01050 - Dispatcher, Motor Vehicle	15.40
01060 - Document Preparation Clerk	12.07
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	12.07
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.63
01116 - General Clerk II	10.80
01117 - General Clerk III	12.97
01118 - General Clerk IV	14.88
01120 - Housing Referral Assistant	19.36
01131 - Key Entry Operator I	11.20
01132 - Key Entry Operator II	14.32
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	18.50
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.67
01311 - Secretary I	14.67

01312 - Secretary II	17.73
01313 - Secretary III	19.36
01314 - Secretary IV	22.76
01315 - Secretary V	25.57
01320 - Service Order Dispatcher	14.63
01341 - Stenographer I	12.72
01342 - Stenographer II	15.12
01400 - Supply Technician	22.76
01420 - Survey Worker (Interviewer)	15.53
01460 - Switchboard Operator-Receptionist	10.88
01510 - Test Examiner	17.73
01520 - Test Proctor	17.73
01531 - Travel Clerk I	11.56
01532 - Travel Clerk II	12.46
01533 - Travel Clerk III	13.33
01611 - Word Processor I	11.45
01612 - Word Processor II	13.79
01613 - Word Processor III	16.27

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	13.45
03041 - Computer Operator I	13.45
03042 - Computer Operator II	15.53
03043 - Computer Operator III	17.54
03044 - Computer Operator IV	22.60
03045 - Computer Operator V	23.90
03071 - Computer Programmer I (1)	21.12
03072 - Computer Programmer II (1)	26.16
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.41
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.45

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	21.26
05010 - Automotive Glass Installer	21.68
05040 - Automotive Worker	20.91
05070 - Electrician, Automotive	22.66
05100 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	8.01
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.33
07070 - Dishwasher	8.11
07130 - Meat Cutter	12.36
07250 - Waiter/Waitress	7.75

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	16.09
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.39
11090 - Gardener	12.14
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	7.68
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.27
11270 - Pest Controller	12.98
11300 - Refuse Collector	9.12
11330 - Tractor Operator	11.44
11360 - Window Cleaner	8.92

12000 - Health Occupations

12020 - Dental Assistant	14.22
12040 - Emergency Medical Technician (EMT)/ Paramedic/Ambulance Driver	12.93
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.88
12073 - Licensed Practical Nurse III	17.10
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	13.13
12190 - Medical Record Technician	16.02
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08

12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	37.96
12316 - Registered Nurse IV	43.48

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	7.98
15030 - Counter Attendant	7.98
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	7.98
15090 - Presser, Hand	7.98
15100 - Presser, Machine, Drycleaning	7.98
15130 - Presser, Machine, Shirts	7.98
15160 - Presser, Machine, Wearing Apparel, Laundry	7.98
15190 - Sewing Machine Operator	10.85
15220 - Tailor	11.67
15250 - Washer, Machine	8.76

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	18.50
21030 - Material Expediter	18.50
21040 - Material Handling Laborer	12.26
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	12.43
21130 - Shipping Packer	12.43
21140 - Store Worker I	9.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.57
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	23.19
23040 - Aircraft Mechanic Helper	18.07
23050 - Aircraft Quality Control Inspector	24.21
23060 - Aircraft Servicer	20.10
23070 - Aircraft Worker	21.18
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	25.19
23181 - Electronics Technician, Maintenance I	15.91
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17
23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.17
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.47
23470 - Laborer	10.14
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.48
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.47
23850 - Rigger	17.47
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23930 - Telecommunication Mechanic I	21.33
23931 - Telecommunication Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.43
23970 - Woodcraft Worker	17.47
23980 - Woodworker	10.27

24000 - Personal Needs Occupations

24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06

24600 - Chore Aid	6.36
24630 - Homemaker	15.41
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
(not set) - Police Officer	21.21
27004 - Alarm Monitor	13.96
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.14
27102 - Guard II	17.90
28000 - **Stevedoring/Longshoremen Occupations**	
28010 - Blocker and Bracer	16.16
28020 - Hatch Tender	16.16
28030 - Line Handler	16.16
28040 - Stevedore I	15.12
28050 - Stevedore II	17.21
29000 - Technical Occupations	
21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	35.18
29011 - Air Traffic Control Specialist, Station (2)	24.26
29012 - Air Traffic Control Specialist, Terminal (2)	26.71
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	27.31
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29061 - Drafter I	16.82
29062 - Drafter II	17.44
29063 - Drafter III	21.12
29064 - Drafter IV	26.79
29081 - Engineering Technician I	15.08
29082 - Engineering Technician II	18.74
29083 - Engineering Technician III	21.81
29084 - Engineering Technician IV	27.69
29085 - Engineering Technician V	36.15
29086 - Engineering Technician VI	41.10
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45
29160 - Instructor	23.47

29210 - Laboratory Technician	19.77
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.80
29362 - Paralegal/Legal Assistant II	21.38
29363 - Paralegal/Legal Assistant III	26.62
29364 - Paralegal/Legal Assistant IV	29.59
29390 - Photooptics Technician	26.79
29480 - Technical Writer	24.02
29491 - Unexploded Ordnance (UXO) Technician I	22.35
29492 - Unexploded Ordnance (UXO) Technician II	27.05
29493 - Unexploded Ordnance (UXO) Technician III	34.42
29494 - Unexploded (UXO) Safety Escort	22.35
29495 - Unexploded (UXO) Sweep Personnel	22.35
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	15.48
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.67
31300 - Taxi Driver	9.00
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	14.97
31363 - Truckdriver, Heavy Truck	16.00
31364 - Truckdriver, Tractor-Trailer	16.00

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	8.21
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	9.72
99042 - Carnival Equipment Repairer	10.22
99043 - Carnival Worker	7.50
99050 - Desk Clerk	10.65
99095 - Embalmer	19.59
99300 - Lifeguard	11.75
99310 - Mortician	24.04
99350 - Park Attendant (Aide)	14.75
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.48
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	13.45
99610 - Sales Clerk	10.85
99620 - School Crossing Guard (Crosswalk Attendant)	8.29
99630 - Sport Official	11.47
99658 - Survey Party Chief (Chief of Party)	19.92
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.23
99660 - Surveying Aide	13.64
99690 - Swimming Pool Operator	13.10
99720 - Vending Machine Attendant	10.91
99730 - Vending Machine Repairer	13.10

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of

Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 3

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea L. Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

Modification 43 is issued to: (1) update Section B.4 of the contract to reflect the current contract value and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and J1-6 are attached.

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 8-23-04

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
JSC MS Word (Aug 95)

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

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $50,305,833.43. This allotment covers the following estimated period of performance: July 1, 2004 – October 8, 2006.

(b) An additional amount of $2,636,025.66 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,710.92		
5	09/01/06 - 02/28/07	$110,383.20		
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 3

2. AMENDMENT/MODIFICATION NO. 44

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO See Page 2

5. PROJECT NO. (If applicable) Y

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
6001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-6641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $1,831,307.02

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

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

Modification 44 is issued to: (1) increase funding obligations from $52,841,859.09 to $54,673,166.11, an increase of $1,831,307.02; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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)
Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

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

16C. DATE SIGNED
8-24-04

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

1. Cumulative Funding Data:

	Previous (Mod 41)	This Mod (44)	New Totals
Cost	$50,305,833.43	$1,740,124.50	$52,045,957.93
Fee	2,636,025.66	91,182.52	2,727,208.18
Total	$52,941,859.09	$1,831,307.02	$54,773,166.11

2. Purchase Requisitions:

PR Number	Value
4200166252 (Y)	$60,469.00
4200168126 (Y)	20,000.00
4200169905 (Y)	207,477.38
4200170098 (Y)	12,683.00
4200170429 (Y)	4,000.00
4200170601 (Y)	3,588.03
4200171049 (Y)	95,000.00
4200171253 (Y)	6,500.00
4200172296 (Y)	2,897.14
4200172450 (Y)	84,372.00
4200172802 (Y)	14,174.47
4200173075 (Y)	420,146.00
4200173163 (Y)	900,000.00
Total	**1,831,307.02**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $52,045,957.93. This allotment covers the following estimated period of performance: July 1, 2004 – October 31, 2006.

(b) An additional amount of $2,727,208.18 is obligated under this contract for payment of fee

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
45	See Block 16C	4200164804	Y

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
BJ2/JHS	BJ2/JHS
NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: Andrea Browne/BJ2 2101 NASA Road One, Houston, TX 77058	Same as Block 6

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

Tossada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 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)

DECREASE $200,000

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

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

Modification 45 is issued to: (1) decrease funding obligations from $54,773,186.11 to $54,573,186.11, a decrease of $200,000; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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)
	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Laurie K. DeClaire (Signature of Contracting Officer)	8/31/06

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
JSC MS Word Aug 99

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

1. Cumulative Funding Data:

	Previous (Mod 44)	This Mod (45)	New Totals
Cost	$52,045,957.93	-$190,041.81	$51,855,916.12
Fee	2,727,208.18	-9,958.19	2,717,249.99
Total	$54,773,166.11	-$200,000.00	$54,573,166.11

2. Purchase Requisitions:
4200164804 (Y) -$200,000.00

3. De-obligations:

Cost Center	Fund	Project WBS	PR#	PLI	Deobligate
72CC11	ESAX22006D	72-CNTRGA	4200164804	334	$200,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $51,855,916.12. This allotment covers the following estimated period of performance: July 1, 2004 – October 31, 2006.

(b) An additional amount of $2,717,249.99 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE: $1,976,552.91

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

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

Modification 46 is issued to: (1) increase funding obligations from $54,573,166.11 to $56,549,719.02, an increase of $1,976,552.91; and (2) recapitulate prior funding (see page 2).

Replacement Page B-2 is attached.

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)	
		Frances L. Mahan, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Frances L. Mahan (Signature of Contracting Officer)	9/20/04

1. Cumulative Funding Data:

	Previous (Mod 45)	This Mod (46)	New Totals
Cost	$51,855,916.12	$1,878,138.45	$53,734,054.57
Fee	2,717,249.99	98,414.46	2,815,664.45
Total	$54,573,166.11	$1,976,552.91	$56,549,719.02

2. Purchase Requisitions:

PR Number	Value
4200173834 (Y)	$20,000.00
4200175565 (Y)	49,053.62
4200176065 (Y)	1,132.00
4200176749 (Y)	17,387.00
4200176791 (Y)	65,175.00
4200177167 (Y)	3,064.11
4200177392 (Y)	25,000.00
4200177429 (Y)	170,500.00
4200177442 (Y)	205,995.00
4200177554 (Y)	325.18
4200177597 (Y)	1,418,921.00
Total	**1,976,552.91**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $53,734,054.57. This allotment covers the following estimated period of performance: July 1, 2004 – November 21, 2006.

(b) An additional amount of $2,815,664.45 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 3

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 [ ] 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)

INCREASE: $135,750.00

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

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

Modification 47 is issued to: (1) increase funding obligations from $56,549,719.02 to $56,685,469.02, an increase of $135,750.00, and (2) recapitulate prior funding (see page 2).

Replacement Page B-2 is attached.

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) Frances L. Mahan, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Frances L. Mahan (Signature of Contracting Officer)	16C. DATE SIGNED 9/29/06

1. Cumulative Funding Data:

	Previous (Mod 46)	This Mod (47)	New Totals
Cost	$53,734,054.57	$128,990.88	$53,863,045.45
Fee	2,815,664.45	6,759.12	2,822,423.57
Total	$56,549,719.02	$135,750.00	$56,685,469.02

2. Purchase Requisitions:

PR Number	Value
4200177215 (Y)	$103,000.00
4200177470 (Y)	10,000.00
4200177923 (Y)	22,750.00
Total	**135,750.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $53,863,045.45. This allotment covers the following estimated period of performance: July 1, 2004 – November 21, 2006.

(b) An additional amount of $2,822,423.57 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #48 is issued to make key personnel changes as follows:

See Page H-4.

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 11-16-04

Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor.

4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

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

(a) The personnel and/or facilities listed below 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) 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.

Management for the following functional areas:

(Offeror to add other positions proposed as Key Personnel and fill in with the names of the proposed Key Personnel.)

(End of clause)

H.7 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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 [X] 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 recognize Earned Award Fee for the 4th Evaluation Period, March 1, 2006 through August 31, 2006.

"EARNED AWARD FEE PAYMENT"

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [signature] (Signature of Contracting Officer)	16C. DATE SIGNED 10-27-06

1. The amount of Award Fee is calculated as follows:

Award Fee Available for the Period:	$644,824.25
Award Fee Earned:	$612,583.04
Less: Provisional Award Fee Paid:	$499,536.60
Total Amount to be Paid to Contractor:	**$113,046.44**

2. Section J-1, Appendix III, Award Fee Available, is replaced in its entirety to reflect Award Fee earned for the 4th evaluation period March 1, 2006 through August 31, 2006.

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$654,927.14		
6	03/01/07 - 08/31/07			

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea L. Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

Modification 50 is issued to: (1) update Section B.4 of the contract to reflect the current contract value and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and J1-8 are attached.

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)
	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	10-30-06

NSN 7540-01-152-8070 30-105 STANDARD FORM 30 (Rev. 10-03)
PREVIOUS EDITION UNUSABLE JSC MS Word (Aug 99) Prescribed by GSA
FAR (48 CFR) 53.243

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $53,863,045.45. This allotment covers the following estimated period of performance: July 1, 2004 – November 21, 2006.

(b) An additional amount of $2,822,423.57 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$654,927.14		
6	03/01/07 - 08/31/07	$678,009.90		

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.243-2, Changes – Cost Reimbursable (Alternate II) (APR 1984)**
	d. OTHER (Specify type of modification and authority)

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #51 is to incorporate FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel (JAN 2006), into the contract. This change is issued at no adjustment to the estimated cost or price of this contract.

Reference Page 1 for Section I Replacement Page.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Patti Price, Director of Contracts	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	11-14-06	BY (Signature of Contracting Officer)	11-16-06

SECTION I
CONTRACT CLAUSES

CLAUSES THAT PERTAIN TO THE CONTRACT IN GENERAL

I.1 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 address: http://ec.msfc.nasa.gov/msfc/procref.html.

NOTICE: The following solicitation provisions and/or 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	DEC 2001	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, RECISION, 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	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA –

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1	2
2. AMENDMENT/MODIFICATION NO. 52	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE BJ2/JHS		7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS	

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (x)

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

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

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

Modification # 52 is issued to make the key personnel change as follows

See Page H-4

[illegible]

15A. NAME AND TITLE OF SIGNER (Type or print) Ratti Price, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR [signature] Signature of person authorized to sign	15C. DATE SIGNED 12-7-04	16B. UNITED STATES OF AMERICA BY [signature] Signature of Contracting Officer	16C. DATE SIGNED 12-19-04

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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

Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor.

4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

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

(a) The personnel and/or facilities listed below 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) 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.

Management for the following functional areas:

(Offeror to add other positions proposed as Key Personnel and fill in with the names of the proposed Key Personnel.)

(End of clause)

H.7 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHS
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

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

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 53 is issued to make the key personnel change as follows:

See Page H-4.

15A. NAME AND TITLE OF SIGNER (Type or print)
Paul Price, Director of Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 12-1-04

16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire (Signature of Contracting Officer) 16C. DATE SIGNED 12-19-04

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 NSS Form (Aug 98) STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor.

4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

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

(a) The personnel and/or facilities listed below 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) 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.

Management for the following functional areas:

(Offeror to add other positions proposed as Key Personnel and fill in with the names of the proposed Key Personnel.)

(End of clause)

H.7 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 6

2. AMENDMENT/MODIFICATION NO.
000054

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)
JTMMS

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,684,000.00
See Schedule

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

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

Modification #54 is issued to increase funding obligations from $56,685,469.02 to $59,369,469.02, an increase of $2,684,000 and recapitulate prior funding.

Replacement page B-2 is attached.

002 3-Year Base Period: (9/1/04 - 8/31/07) 0.00
Amount: $0.00(Option Line Item)

Delivery Location Code: JSC
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)
Laurie DeClaire

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

15C. DATE SIGNED

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

16C. DATE SIGNED
11-27-06

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
CESSADA & ASSOC INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	JSC JSC JSC JSC JS JSC Amount: $0.00 Accounting Info:				
005	Incremental funding for JIMMS Incrementally Funded Amount: $2,684,000.00 Requisition No: 4200179841, 4200179930, 4200180207, 4200180224, 4200180247, 4200180355, 4200180476, 4200180686 Delivery Location Code: JSC NASA/Johnson Space Center 2101 NASA Parkway Houston TX 77058-3696 USA Amount: $24,794,205.63 Accounting Info: 72RA11/6100.2550/72/FC000000/814060.05.03/000/2550/72-814060/EXCX22006D/834A/1/2 Cost Center: 72RA11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 814060.05.03 Item Number: 000 Commitment Item: 2550 Funds Center: 72-814060 Fund: EXCX22006D Functional Area: 834A Funded: $14,000.00 Accounting Info: 720C11/6100.2550/FC000000/609524.07.01.02.06.0/2/000/2550/72/EXCX22007D/733B Cost Center: 720C11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 609524.07.01.02.06.0 WBS Element2: 2 Item Number: 000 Commitment Item: 2550 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: $500,000.00 Accounting Info: 72AP11/6100.2520/FC000000/292487.04.05.01/000/2520/72/EXCX22007D/CMO Cost Center: 72AP11 GI Account: 6100.2520 Order: FC000000 WBS Element1: 292487.04.05.01 Item Number: 000 Commitment Item: 2520 Funds Center: 72 Fund: EXCX22007D Functional Area: CMO Funded: $300,000.00 Accounting Info: 72AP11/6100.2520/FC000000/581570.01.05.08.03/000/2520/72/EXCX22007D/733B Cost Center: 72AP11 GI Account: 6100.2520 Order: FC000000 WBS Element1: 581570.01.05.08.03 Item Number: 000 Commitment Continued ...				24,794,205.63

NAME OF OFFEROR OR CONTRACTOR
TESSADA & ASSOC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Item: 2520 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: $150,000.00 Accounting Info: 72AP11/6100.2520/FC000000/315710.01.01.01.01.0/7/000/2520/72/EXCX22007D/538A Cost Center: 72AP11 GI Account: 6100.2520 Order: FC000000 WBS Element1: 315710.01.01.01.01.0 WBS Element2: 7 Item Number: 000 Commitment Item: 2520 Funds Center: 72 Fund: EXCX22007D Functional Area: 538A Funded: $250,000.00 Accounting Info: 72DC11/6100.2550/FC000000/609524.07.01.02.06.0/2/000/2550/72-609524/EXCX22006D/733B Cost Center: 72DC11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 609524.07.01.02.06.0 WBS Element2: 2 Item Number: 000 Commitment Item: 2550 Funds Center: 72-609524 Fund: EXCX22006D Functional Area: 733B Funded: $300,000.00 Accounting Info: 72DA11/6100.2411/FC000000/575376.07.01.02.01.5/0/000/2400/72/EXCX22007D/538A Cost Center: 72DA11 GI Account: 6100.2411 Order: FC000000 WBS Element1: 575376.07.01.02.01.5 WBS Element2: 0 Item Number: 000 Commitment Item: 2400 Funds Center: 72 Fund: EXCX22007D Functional Area: 538A Funded: $10,000.00 Accounting Info: 72DA11/6100.2411/FC000000/609524.09.03.01.01.5/0/000/2400/72/EXCX22007D/733B Cost Center: 72DA11 GI Account: 6100.2411 Order: FC000000 WBS Element1: 609524.09.03.01.01.5 WBS Element2: 0 Item Number: 000 Commitment Item: 2400 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: $10,000.00 Accounting Info: 721S11/6100.2529/FC000000/869933.01.05.06.01/000/2520/72/EXCX22007D/CMO Cost Center: 72IS11 GI Account: 6100.2529 Order: FC000000 WBS Element1: 869933.01.05.06.01 Item Number: 000 Commitment Item: 2520 Funds Center: 72 Fund: EXCX22007D Functional Area: CMO Funded: $200,000.00 Accounting Info: 731S11/6100.2529/FC000000/869933.01.05.06.01/000/2520/72/EXCX22007D/CMO Cost Center: 72IS11 GI Account: 6100.2529 Order: FC000000 WBS Element1: 869933.01.05.06.01 Item Number: 000 Commitment Item: 2520 Funds Center: 72 Fund: EXCX22007D Continued ...				

NAME OF OFFEROR OR CONTRACTOR
TESSADA & ASSOC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Functional Area: CMO Funded: $800,000.00 Accounting Info: 72ED11/6100.2550/FC000000/931164.05.03/000/2550/72/EXCX22007D/352A Cost Center: 72ED11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 931164.05.03 Item Number: 000 Commitment Item: 2550 Funds Center: 72 Fund: EXCX22007D Functional Area: 352A Funded: $80,000.00 Accounting Info: 72OH11/6100.2511/FC000000/581570.01.04.03.02.0/4/000/2510/72/EXCX22007D/733B Cost Center: 72OH11 GI Account: 6100.2511 Order: FC000000 WBS Element1: 581570.01.04.03.02.0 WBS Element2: 4 Item Number: 000 Commitment Item: 2510 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: $50,000.00				

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $56,413,406.53. This allotment covers the following estimated period of performance: July 1, 2004 – December 31, 2006.

(b) An additional amount of $2,956,062.49 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

1. Cumulative Funding Data:

	Previous (Mod 47)	This Mod (54)	New Totals
Cost	$53,863,045.45	$2,550,361.08	$56,413,406.53
Fee	2,822,423.57	133,638.92	2,956,062.49
Total	$56,685,469.02	$2,684,000.00	$59,369,469.02

2. Purchase Requisitions:

PR Number	Value
4200179841 (Y)	$14,000.00
4200179930 (Y)	500,000.00
4200180207 (Y)	700,000.00
4200180224 (Y)	320,000.00
4200180247 (Y)	20,000.00
4200180355 (Y)	1,000,000.00
4200180476 (Y)	80,000.00
4200180686 (Y)	50,000.00
Total	**$2,684,000.00**

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 7

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

6. ISSUED BY CODE BJ2/JHS

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Andrea Browne/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHS

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.243-2, Changes – Cost Reimbursable (Alternate II) (APR 1984)**
	d. OTHER (Specify type of modification and authority)

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification #55 is to incorporate Procurement Information Circular 06-01, "Personal Identity Verification of Contractors", into the contract under Section J. This change is issued at no adjustment to the estimated cost or price of this contract.

Attached is J-18, Procurement Information Circular 06-01.

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)
Patti Price, Director of Contracts	Laurie K. DeClaire. Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Laurie K. DeClaire (Signature of Contracting Officer)	7/31/07

National Aeronautics and
Space Administration
Washington, DC 20546

Procurement Information Circular

PIC 06-01

January 18, 2006

PERSONAL IDENTITY VERIFICATION OF CONTRACTORS

PURPOSE: To implement the contractor credentialing requirements of Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors".

BACKGROUND: HSPD-12 and FIPS PUB 201 require agencies to establish and implement procedures to create and use a Governmentwide secure and reliable form of identification for their Federal employees and contractors. (See http://www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf.) On January 3, 2006, FAC 2005-07 published an interim rule, Common Identification Standard for Contractors, that implemented HSPD-12 and FIPS PUB 201. (See http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/05-24547.htm.) Because of the implementation time line in HSPD-12, the FAR change applies to solicitations and contracts issued or awarded on or after October 27, 2005, and requires contracting officers to include new clause 52.204-9, Personal Identity Verification of Contractor Personnel, in solicitations and contracts whenever contract performance requires contractors to have physical access to a federally-controlled facility or access to a Federal information system, irrespective of contract value. Both of these latter terms are defined in FAR 2.101(b). Agency processes that implement FIPS Pub 201 were required to be in place by October 27, 2005. An NPD and NPR are being developed, and an NFS revision will establish the processes formally. This PIC provides those processes on an interim basis.

GUIDANCE: 1. Contracting officers must—

a. Include FAR clause 52.204-9, Personal Identity Verification of Contractor, in all solicitations and contracts issued or awarded on or after October 27, 2005, when contract performance requires contractors to have physical access to a federally-controlled facility or access to a Federal information system. Such contracts that will be physically complete prior to October 27, 2007, do not need to be modified to include the new clause. However, contracting officers should consider modifying these contracts if there is a reasonable expectation that the contractor will be continuing to perform on a follow-on contract or another contract that employs the same individuals who will require such access; and

b. Include the attached PIV Card Issuance Procedures that implement FIPS PUB 201 in these solicitations and contracts.

2. The Procurement Officer should forward this PIC to appropriate Center offices responsible for physical security. Complementary guidance is being concurrently issued to the Centers by the NASA Office of Security and Program Protection.

EFFECTIVE DATE: This PIC is effective as dated and shall remain in effect until canceled or superseded.

HEADQUARTERS CONTACTS: For procurement issues contact Ken Sateriale, Office of Procurement, Contract Management Division, (202) 358-0491, e-mail: Ken.Sateriale@nasa.gov. For badging issues contact William Morrison (202) 358-0773, e-mail: William.Morrison-1@nasa.gov.

Lou Becker
Acting Director, Contract Management Division

Enclosure

DISTRIBUTION:
PIC List

Enclosure to PIC 06-01

<u>PIV Card Issuance Procedures in accordance with</u> FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

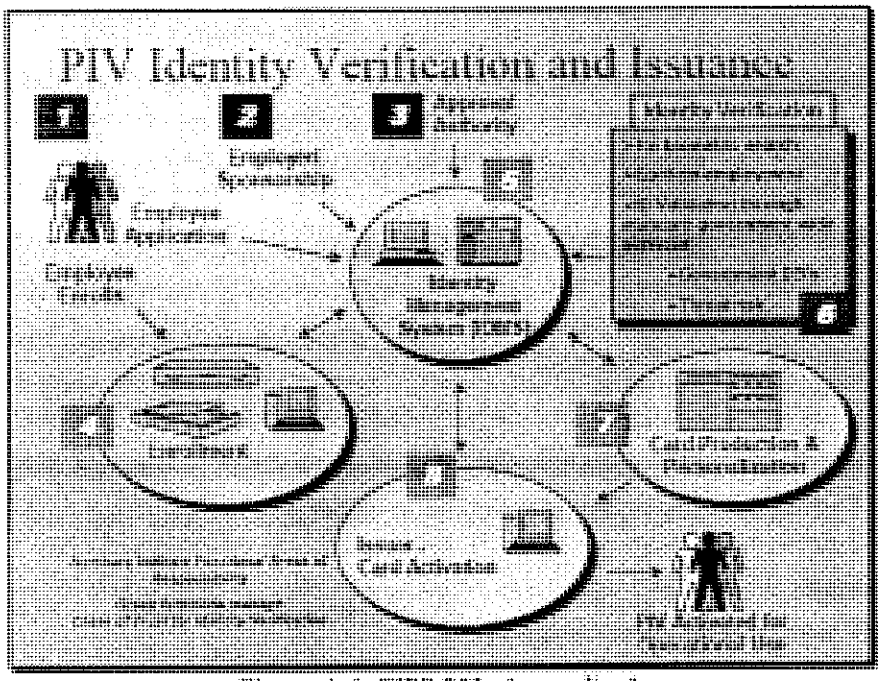

Figure A-1, FIPS 201, Appendix A

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

<u>Step 1</u>:
The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed

National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

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

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

Step 2:
Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal[1] or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

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

Step 3:
Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

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

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

Step 5:
Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

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

Step 6:
Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:
The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

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

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000056	See Block 16C	See Schedule	Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $1,379,846.00
See Schedule

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

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

Modification #56 is issued to increase funding obligations from $59,369,469.02 to $60,749,315.02, an increase of $1,379,846.00 and recapitulate prior funding.

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)	
		Laurie DeClaire	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12-20-06

1. Cumulative Funding Data:

	Previous (Mod 54)	**This Mod (56)**	**New Totals**
Cost	$56,413,406.53	$1,311,142.15	$57,724,548.68
Fee	2,956,062.49	68,703.85	3,024,766.34
Total	$59,369,469.02	$1,379,846.00	$60,749,315.02

2. Purchase Requisitions:

PR Number	**Value**
4200181222 (Y)	$143,000.00
4200182402 (Y)	75,000.00
4200182447 (Y)	10,000.00
4200182873 (Y)	351,846.00
4200183540 (Y)	300,000.00
4200183824 (Y)	500,000.00
Total	**$1,379,846.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $57,724,548.68. This allotment covers the following estimated period of performance: July 1, 2004 – January 19, 2007.

(b) An additional amount of $3,024,766.34 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000057	01/24/2007	See Schedule	Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $4,028,480.11

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 X 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.)

Modification #57 is issued to increase funding from $60,749,315.02 to $~~64,759,795.13~~, which is an increase of $~~4,040,380.11~~ and recapitulate prior funding. $4,028,480.11 $64,777,795.13

Replacement page B-2 is attached.

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)	
		Laurie DeClaire	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Laurie DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 01/24/2007

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 56)	This Mod (57)	New Totals
Cost	$57,724,548.68	$3,827,898.24	$61,552,446.92
Fee	3,024,766.34	200,581.87	3,225,348.21
Total	$60,749,315.02	$4,028,480.11	$64,777,795.13

2. Purchase Requisitions:

PR Number	Value
4200180264 (Y)	$65,000.00
4200184436 (Y)	955,000.00
4200184654 (Y)	18,652.55
4200184842 (Y)	200,000.00
4200185623 (Y)	40,000.00
4200186790 (Y)	125,000.00
4200186854 (Y)	1,800,000.00
4200186901 (Y)	16,000.00
4200186959 (Y)	188,327.56
4200186987 (Y)	145,500.00
4200187021 (Y)	300,000.00
4200186560 (Y)	120,000.00
4200187017 (Y)	55,000.00
Total	**$4,028,480.11**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $61,552,446.92. This allotment covers the following estimated period of performance: July 1, 2004 – February 18, 2007.

(b) An additional amount of $3,225,348.21 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

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

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
000058	See Block 16C		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
JSC	JSC
NASA/Johnson Space Center Attn: Andrea Browne/BJ2 2101 NASA Parkway Houston TX 77058-3696	NASA/Johnson Space Center Attn: Andrea Browne/BJ2 2101 NASA Parkway Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
TESSADA & ASSOC INC Attn: Jeanne E. Newman 8001 FORBES PL STE 310 SPRINGFIELD VA 22151-2205	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C
CODE / FACILITY CODE		10B. DATED (SEE ITEM 11) 06/30/2004

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 _____ 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)

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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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

Modification #58 is to (1) delete Randy Gish as the JSC Ombudsman and (2) replace Lucy V. Kranz as the JSC Ombudsman. This change is issued at no adjustment to the estimated cost or price of this contract.

Attached are replacement pages for Section I, I-23 through I-24.

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)	
PATTI PRICE ADMINISTRATOR OF CONTRACTS		Laurie DeClaire	
15B. CONTRACTOR/OFFEROR [signature] (Signature of person authorized to sign)	15C. DATE SIGNED 3-1-07	16B. UNITED STATES OF AMERICA Laurie B. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 3-20-07

NSN 7540-01-152-8070
Previous edition unusable

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

performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.
(e) *Indemnity*. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.
(f) Whenever the words "establish" and "establishment" are used in this clause, with reference to a claim to copyright, they shall be construed to mean "assert" and "assertion", respectively.

(End of clause)

I.16 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (FAR 52.251-2)(JAN 1991)

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

(End of clause)

I.17 OMBUDSMAN (NFS 1852.215-84)(OCT 2003) (ALTERNATE 1)(JUN 2000)

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

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

Lucy V. Kranz
Lyndon B. Johnson Space Center
Mail Code: AC
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-0490, Fax: 281-483-2200

Email: lucy.v.kranz@nasa.gov

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

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

(End of clause)

I.18 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-15

(End of clause)

[End of Section]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: 000059

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,120,610.55

See Schedule

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

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

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

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

Modification #59 is issued to increase funding from $64,777,795.13 to $66,898,405.68, which includes an increase of $2,160,610.55 and a deobligation of $40,000.00. Also, this modification is issued to recapitulate prior funding.

Replacement page B-2 is attached.

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) Laurie K. DeClaire

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

15C. DATE SIGNED

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

16C. DATE SIGNED 2-22-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 57)	This Mod (59)	New Totals
Cost	$61,552,446.92	$2,015,023.33	$63,567,470.25
Fee	3,225,348.21	105,587.22	3,330,935.43
Total	$64,777,795.13	$2,120,610.55	$66,898,405.68

2. Purchase Requisitions:

PR Number	Value
4200187645 (Y)	$500,000.00
4200188178 (Y)	48,763.00
4200190065 (Y)	36,694.00
4200190039 (Y)	14,908.70
4200190565 (Y)	1,037,244.85
4200190626 (Y)	313,000.00
4200190741 (Y)	200,000.00
4200190804 (Y)	10,000.00
Total	**$2,160,610.55**

3. De-obligations:

Fund	Project WBS	PR#	PLI	ALI	Deobligate
ESAX22007D	373371.04.01.05.01	4200186987	413	20	$40,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$63,567,470.25**. This allotment covers the following estimated period of performance: July 1, 2004 – March 16, 2007.

(b) An additional amount of **$3,330,935.43** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.
000060

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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 _____ 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.)

Modification 60 is issued to: (1) update Section B.4 of the contract to reflect the current contract value and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and J1-8 are attached.

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)
Laurie K. DeClaire

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

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

16C. DATE SIGNED
2-23-07

NSN 7540-01-152-8070
Previous edition unusable

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

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$63,567,470.25**. This allotment covers the following estimated period of performance: July 1, 2004 – March 16, 2007.

(b) An additional amount of **$3,330,935.43** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$667,317.54		
6	03/01/07 - 08/31/07	$694,902.49		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000061	See Block 16C	See Schedule	Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $4,355,169.02
See Schedule

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

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

E. IMPORTANT: Contractor X 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.)

Modification #61 is issued to increase funding obligations from $66,898,405.68 to $71,253,574.70, an increase of $4,355,169.02 and recapitulate prior funding.

Replacement page B-2 is attached.

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)	
		Laurie K. DeClaire	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of contracting officer)	16C. DATE SIGNED 3-21-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 59)	This Mod (61)	New Totals
Cost	$63,567,470.25	$4,138,321.00	$67,705,791.25
Fee	3,330,935.43	216,848.02	3,547,783.45
Total	$66,898,405.68	$4,355,169.02	$71,253,574.70

2. Purchase Requisitions:

PR Number	Value
4200186898 (Y)	$125,608.21
4200186899 (Y)	62,719.41
4200193094 (Y)	26,615.00
4200193471 (Y)	80,000.00
4200193513 (Y)	29,200.00
4200193899 (Y)	300,000.00
4200194000 (Y)	194,363.40
4200194059 (Y)	300,000.00
4200194037 (Y)	1,580,000.00
4200194354 (Y)	1,456,663.00
4200193928 (Y)	200,000.00
Total	**$4,355,169.02**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$67,705,791.25**. This allotment covers the following estimated period of performance: July 1, 2004 – May 31, 2007.

(b) An additional amount of **$3,547,783.45** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000062	See Block 16C		

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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 _____ 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 recognize Earned Award Fee for the 5th Evaluation Period, September 1, 2006 through February 28, 2007.

EARNED AWARD FEE

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)	
		Laurie K. DeClaire	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4/30/07

1. The amount of Award Fee is calculated as follows:

Award Fee Available for the Period:	$667,317.54
Award Fee Earned:	$653,972.00
Less: Provisional Award Fee Paid:	$523,941.72
Total Amount to be Paid to Contractor:	**$130,030.28**

2. Section J-1, Appendix III, Award Fee Available, is replaced in its entirety to reflect Award Fee earned for the 5th evaluation period September 1, 2006 through February 28, 2007.

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$667,317.54	98	$653,972.00
6	03/01/07 - 08/31/07	$691,449.54		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000063	See Block 16C	See Schedule	Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Andrea Browne/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $2,530,110.45

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 X 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.)

Modification #63 is issued to increase funding from $71,253,574.70 to $73,783,685.15, which includes an increase of $2,589,222.13 and a deobligation of $59,171.68. Also, this modification is issued to recapitulate prior funding.

Replacement page B-2 is attached.

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)	
		Laurie K. DeClaire	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4-23-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 61)	This Mod (63)	New Totals
Cost	$67,705,791.25	$2,404,133.84	$70,109,925.09
Fee	3,547,783.45	125,976.61	3,673,760.06
Total	$71,253,574.70	$2,530,110.45	$73,783,685.15

2. Purchase Requisitions:

PR Number	Value
4200194442 (Y)	$8,491.00
4200194348 (Y)	47,000.00
4200196683 (Y)	80,000.00
4200197584 (Y)	200,019.00
4200197743 (Y)	3,300.00
4200198783 (Y)	120,000.00
4200198878 (Y)	472.13
4200198924 (Y)	1,830,000.00
4200199072 (Y)	300,000.00
Total	**$2,589,282.13**

3. De-obligations:

Fund	Project WBS	PR#	Deobligate
EXCX22006D	731542.01.03.05	4200193471	$59,171.68

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$70,109,925.09**. This allotment covers the following estimated period of performance: July 1, 2004 – June 18, 2007.

(b) An additional amount of **$3,673,760.06** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES: 1 / 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000064	See Block 16C	See Schedule	Y

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than item 2) CODE
NASA/Johnson Space Center Attn: Anna Carter/BJ2 2101 NASA Parkway Houston TX 77058-3696	NASA/Johnson Space Center Attn: Anna Carter/BJ2 2101 NASA Parkway Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
3001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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

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

Net Increase: $1,407,737.56

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.)

Modification #64 is issued to increase funding obligations from $73,783,685.15 to $75,191,482.71, an increase of $1,407,737.56 and recapitulate prior funding.

Replacement page 3-2 is attached.

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)
	Laurie K. DeClaire

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Laurie K. DeClaire (Signature of Contracting Officer)	5-25-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 63)	This Mod (64)	New Totals
Cost	$70,109,925.09	$1,337,701.98	$71,447,627.07
Fee	3,673,760.06	70,095.58	3,743,855.64
Total	$73,783,685.15	$1,407,797.56	$75,191,482.71

2. Purchase Requisitions:

PR Number	Value
4200195847 (Y)	$25,000.00
4200201079 (Y)	175,000.00
4200202198 (Y)	96,889.00
4200202734 (Y)	50,700.00
4200201834 (Y)	584,319.00
4200202982 (Y)	474,486.56
4200203226 (Y)	1,403.00
Total	**$1,407,797.56**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$71,447,627.07**. This allotment covers the following estimated period of performance: **July 1, 2004 – July 22, 2007**.

(b) An additional amount of **$3,743,855.64** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.
000065

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC
NASA/Johnson Space Center
Attn: Anna Carter/BJ2
2101 NASA Parkway
Houston TX 77058-3696

7. ADMINISTERED BY (If other than Item 6) CODE JSC
NASA/Johnson Space Center
Attn: Anna Carter/BJ2
2101 NASA Parkway
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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 _____ 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.)

Modification 65 is issued to: (1) update Section B.4 of the contract to reflect the current contract value and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and J1-8 are attached.

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)
~~Frances L. Mahan~~ Laurie K. DeClaire

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

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

16C. DATE SIGNED
6-8-07

NSN 7540-01-152-8070
Previous edition unusable

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

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$71,447,627.07**. This allotment covers the following estimated period of performance: July 1, 2004 – July 22, 2007.

(b) An additional amount of **$3,743,855.64** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$667,317.54	98	$653,972.00
6	03/01/07 - 08/31/07	$691,844.62		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.: 000066

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Anna Carter/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Anna Carter/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: $447,885.69

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.)

Modification #66 is issued to increase funding obligations from $75,191,482.71 to $75,639,368.40, an increase of $447,885.69 and recapitulate prior funding.

Replacement page B-2 is attached.

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)
Laurie K. DeClaire

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

15C. DATE SIGNED

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

16C. DATE SIGNED 6-22-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 64)	This Mod (66)	New Totals
Cost	$71,447,627.07	$425,585.03	$71,873,212.10
Fee	3,743,855.64	22,300.66	3,766,156.30
Total	$75,191,482.71	$447,885.69	$75,639,368.40

2. Purchase Requisitions:

PR Number	Value
4200204661 (Y)	171,627.00
4200205266 (Y)	79,631.69
4200206770 (Y)	48,000.00
4200206852 (Y)	10,000.00
4200207224 (Y)	138,627.00
Total	**$447,885.69**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$71,873,212.10**. This allotment covers the following estimated period of performance: **July 1, 2004 – August 3, 2007**.

(b) An additional amount of **$3,766,156.30** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 000067

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

7. ADMINISTERED BY (If other than item 6) CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Joanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $320,296.00

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.
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 X 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.)

Modification #67 is issued to increase funding obligations from $75,639,368.40 to $75,959,664.40, an increase of $320,296.00 and recapitulate prior funding.

Replacement page B-2 is attached.

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): Laurie K. DeClaire

15B. CONTRACTOR/OFFEROR

Signature of person authorized to sign

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

Laurie K. DeClaire
Signature of Contracting Officer

16C. DATE SIGNED: 7-3-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 66)	This Mod (67)	New Totals
Cost	71,873,212.10	$304,348.16	$72,177,560.26
Fee	3,766,156.30	$15,947.84	$3,782,104.14
Total	75,639,368.40	$320,296.00	$75,959,664.40

2. Purchase Requisitions:

PR Number	Value
4200204660 (Y)	$320,296.00
Total	**$320,296.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$72,177,560.26**. This allotment covers the following estimated period of performance: **July 1, 2004 – August 6, 2007**.

(b) An additional amount of **$3,782,104.14** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
130068	See Block 16C	See Schedule	Y

6. ISSUED BY — CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Joanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $143,927.52

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 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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor _____ x 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.)

Modification #68 is issued to increase funding obligations from $75,959,664.40 to $76,103,592.92, an increase of $143,927.52 and reapportion prior funding.

Replacement page 2-2 is attached.

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)	
		Frances L. Mahan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Frances L. Mahan (Signature of Contracting Officer)	07/06/07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 67)	This Mod (68)	New Totals
Cost	72,177,560.26	$136,761.23	$72,314,321.49
Fee	3,782,104.14	$7,166.29	$3,789,270.43
Total	75,959,664.40	$143,927.52	$76,103,591.92

2. Purchase Requisitions:

PR Number	Value
4200204112 (Y)	$4,978.64
4200207167 (Y)	$10,000.00
4200209424 (Y)	$3,000.00
4200209647 (Y)	$14,617.00
4200209468 (Y)	$106,061.00
4200192784 (Y)	$5,270.88
Total	**$143,927.52**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$72,314,321.49**. This allotment covers the following estimated period of performance: **July 1, 2004 – August 7, 2007**.

(b) An additional amount of **$3,789,270.43** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES: 1 | 3

2. AMENDMENT/MODIFICATION NO.: 000069

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (if applicable): Y

6. ISSUED BY — CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $5,144,451.00

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.
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.)

Modification #69 is issued to increase funding obligations from $76,103,591.92 to $81,248,042.92, an increase of $5,144,451.00 and recapitulate prior funding.

Replacement page B-2 is attached.

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): Frances L. Mahan

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA — Francis L. Mahan (Signature of Contracting Officer)

16C. DATE SIGNED: 7/25/07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 68)	This Mod (69)	New Totals
Cost	72,314,321.49	$4,888,303.88	$77,202,625.37
Fee	3,789,270.43	$256,147.12	$4,045,417.55
Total	76,103,591.92	$5,144,451.00	$81,248,042.92

2. Purchase Requisitions:

PR Number	Value
4200211598 (Y)	$486,000.00
4200211694 (Y)	$3,380,762.00
4200205926 (Y)	$10,000.00
4200210574 (Y)	$22,411.00
4200211118 (Y)	$144,000.00
4200207169 (Y)	$300,000.00
4200211561 (Y)	$73,200.00
4200212113 (Y)	$708,078.00
4200212084 (Y)	$20,000.00
Total	**$5,144,451.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$77,202,625.37**. This allotment covers the following estimated period of performance: **July 1, 2004 – September 30, 2007**.

(b) An additional amount of **$4,045,417.55** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO. 70

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO N/A

5. PROJECT NO (If applicable)

6. ISSUED BY CODE BJ2/JHT

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Lara Procknow/BJ2
2101 NASA Parkway, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHT

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) Clause F.1 "Option to Extend the Period of Performance" (JSC 52.217-90) (OCT 1996)

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.)

A. The purpose of this Administrative Modification No. 70 is to exercise Option 1. Pursuant to Clause F.5 "Option to Extend the Period of Performance" (JSC 52.217-90) (OCT 1996), the Government hereby exercises Option 1 in the contract. The modified contract includes all terms and conditions of the basic contract as it existed immediately prior to the exercise of Option 1.

B. See attached page, which implements those changes identified in paragraph A. above. All changes to the text are identified within the shaded areas.

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) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8-24-07

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
JSC MS Word (Aug 95)

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

In accordance with contract section **F.5 Option to Extend Work,** the contract is changed in the following particulars:

F.5 OPTION TO EXTEND COMPLETION DATE (JSC 52.217-90)(OCT 1996)

The Government may require the contractor to continue to perform services under this contract. The contracting officer may exercise this option by issuance of a unilateral contract modification 30 days or more before the completion date set forth in F.2 Completion of Work. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

OPTION 1 (Year Four) (September 1, 2007 – August 31, 2008)

B.3 (a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of cost-reimbursable task orders shall be increased by **$50,000** for Year four to a total of **$200,000**. The maximum value that can be ordered under the IDIQ provisions of this contract shall be increased by **$35,000,000** to **$140,000,000**.

B.6 entitled " IDIQ Task Order Estimating " for Contract Year 4 shall become effective for all Task Orders on or after **September 1, 2007**.

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **August 31, 2008**.

I.3 The first paragraph of the clause entitled "Ordering" shall be modified to read: "(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ***September 1, 2007*** through ***August 31, 2008***."

I.5 The last sentence of the clause entitled "Indefinite Quantity" shall be modified to read, "The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **August 31, 2008**."

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. 71

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2/JHT

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Kara Procknow/BJ2
2101 NASA Parkway, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHT

Same as Block 6

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

Tessada & Associates
6001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne E. Nexman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 8/30/04

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

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

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

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

Modification # 71 is issued to make the key personnel change as follows:

See Page H-4.

15A. NAME AND TITLE OF SIGNER (Type or print)
Linda Ortiz, Director of Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Laurie A. DeClaire, Contracting Officer

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

30-105
STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor.

4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

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

(a) The personnel and/or facilities listed below 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) 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.

Management for the following functional areas:

(Offeror to add other positions proposed as Key Personnel and fill in with the names of the proposed Key Personnel.)

(End of clause)

H.7 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: 000073

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne E. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $838,041.52

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.)

Modification #73 is issued to increase funding obligations from $81,248,042.92 to $82,086,084.44, an increase of $838,041.52 and recapitulate prior funding.

Replacement page B-2 is attached.

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): Laurie K. Declaire

15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED 8-24-07

(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

1. Cumulative Funding Data:

	Previous (Mod 69)	This Mod (73)	New Totals
Cost	77,202,625.37	$796,314.63	$77,998,940.00
Fee	4,045,417.55	$41,726.89	$4,087,144.44
Total	81,248,042.92	$838,041.52	$82,086,084.44

2. Purchase Requisitions:

PR Number	Value
4200213113 (Y)	$10,767.49
4200213380 (Y)	$58,000.00
4200211631 (Y)	$7,510.00
4200213600 (Y)	$10,444.74
4200214501 (Y)	$90,000.00
4200215440 (Y)	$47,136.06
4200216266 (Y)	$26,704.67
4200212427 (Y)	$10,740.00
4200216969 (Y)	$205,000.00
4200217143 (Y)	$15,000.00
4200217454 (Y)	$5,000.00
4200217677 (Y)	$333,503.00
4200214706 (Y)	$18,235.56
Total	**$838,041.52**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$77,998,940.00**. This allotment covers the following estimated period of performance: **July 1, 2004 – October 14, 2007**.

(b) An additional amount of **$4,087,144.44** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 17

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
74	See Block 16C	N/A	Y

6. ISSUED BY CODE BJ2/JHT	7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHT
NASA Lyndon B. Johnson Space Center Institutional Procurement Office Attn: Lara Procknow/BJ2 2101 NASA Parkway, Houston, TX 77058	Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8041

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

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

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

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 74 is issued to incorporate into Section J, Attachment J-7 of the contract Revision No. 5 to Wage Determination (WD) 2005-2516, dated September 1, 2007 for Contract Period September 1, 2007 to August 31, 2008.

Replacement Pages for entire Section J, Attachment J-7.

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)
Linda Ortiz, Director of Contracts	Laurie K. DeClaire, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Linda A. Ortiz (Signature of person authorized to sign)	9/11/07	BY Laurie K. DeClaire (Signature of Contracting Officer)	9-18-07

STANDARD FORM 98

January 1996

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(See Instructions on Reverse)

1. NOTICE NO.
55461
NASA

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

2. Estimated solicitation date *(use numerals)*

Month	Day	Year

3. Estimated date bids or proposals to be opened Or negotiations begun *(use numerals)*

Month	Day	Year

4. Date contract performance to begin *(use numerals)* Extension

Month	Day	Year
09	01	07

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

II: JSC Information Management and Media Services
Contract Period: 09/01/07 to 08/31/08

7. INFORMATION ABOUT PERFORMANCE

A. [X] Services now performed by a contractor
B. [ ] Services now performed by Federal employees
C. [ ] Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Tessada & Associates
P.O. Box 58807
Houston, TX 77258

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). ***Important:*** Attach copies of current applicable collective bargaining agreements

None

9. OFFICIAL SUBMITTING NOTICE

SIGNED:	DATE
Original signed by	08/17/07
TYPE OR PRINT NAME Laurie K. DeClaire Contracting Officer	TELEPHONE NO. 281-483-4158

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center
Laurie K. DeClaire, Mail Code BJ2
2101 NASA Parkway
Houston, TX 77058

RESPONSE TO NOTICE
(by Department of Labor)

A. [X] The attached wage determination(s) listed below apply to procurement.
WD 2005-2516, Rev 5

B. [ ] As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. [ ] From information supplied, the Service Contract Act does not apply *(see attached explanation)*.

D. [ ] Notice returned for additional information *(see attached explanation)*

Signed: _____
(U.S. Department of Labor)

_____
(Date)

98-103

COMPUTER-GENERATED 1/96

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No. NASA 55461
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Nonexempt/Nonunion: Occupations Included in "DOL Directory"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Secretary, I	1	GS-4 $13.90
Secretary, II	1	GS-5 $15.55
Secretary, III	2	GS-6 $17.33
Administrative Assistant	1	GS-7 $19.26
Library Technician	9	GS-5 $15.55
Exhibits Specialist, I	3	GS-5 $15.55
Production Control Clerk	2	GS-6 $17.33
General Clerk, I	11	GS-2 $11.35
General Clerk, II	4	GS-3 $12.38
General Clerk, III	8	GS-4 $13.90
Illustrator, I	3	GS-5 $15.55
Instructor	3	GS-9 $23.56
Drafter, II	1	GS-5 $15.55
Photographer, II	1	GS-5 $15.55
Photographer, III	3	GS-7 $19.26
Photographer, IV	1	GS-9 $23.56
Material Expeditor	1	WG-7 $19.43
Engineering Technician, I	14	GS-3 $12.38
Engineering Technician, II	11	GS-4 $13.90
Engineering Technician, III	21	GS-5 $15.55
Engineering Technician, IV	1	GS-7 $19.26
Computer Operator, II	1	GS-5 $15.55
Computer Operator, III	3	GS-6 $17.33
Computer Operator, IV	6	GS-7 $19.26
Computer Operator, V	5	GS-8 $21.33
Carpenter, Maintenance	1	WG-9 $22.18

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: 2005-2516 Revision No.: 5 Date of Last Revision: 08/16/2007

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13 .67
01012 - Accounting Clerk II	15 .35
01013 - Accounting Clerk III	17 .17
01020 - Administrative Assistant	22 .95
01040 - Court Reporter	19 .81
01051 - Data Entry Operator I	11 .67
01052 - Data Entry Operator II	14 .32
01060 - Dispatcher, Motor Vehicle	15 .40
01070 - Document Preparation Clerk	13 .41
01090 - Duplicating Machine Operator	13 .41
01111 - General Clerk I	10 .80
01112 - General Clerk II	12 .97
01113 - General Clerk III	14 .88
01120 Housing Referral Assistant	20 .55
01141 - Messenger Courier	11 .95
01191 - Order Clerk I	13 .42

01192 - Order Clerk II	15 .24
01261 - Personnel Assistant (Employment) I	13 .79
01262 - Personnel Assistant (Employment) II	16 .50
01263 - Personnel Assistant (Employment) III	17 .63
01270 - Production Control Clerk	18 .50
01280 - Receptionist	10 .93
01290 - Rental Clerk	14 .34
01300 - Scheduler, Maintenance	15 .92
01311 - Secretary I	15 .92
01312 - Secretary II	17 .73
01313 - Secretary III	20 .55
01320 - Service Order Dispatcher	14 .63
01410 - Supply Technician	22 .95
01420 - Survey Worker	15 .53
01531 - Travel Clerk I	12 .62
01532 - Travel Clerk II	13 .60
01533 - Travel Clerk III	14 .54
01611 - Word Processor I	11 .45
01612 - Word Processor II	14 .09
01613 - Word Processor III	16 .27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24 .80
05010 - Automotive Electrician	22 .66
05040 - Automotive Glass Installer	21 .68
05070 - Automotive Worker	20 .91
05110 - Mobile Equipment Servicer	19 .27
05130 - Motor Equipment Metal Mechanic	24 .53
05160 - Motor Equipment Metal Worker	20 .91
05190 - Motor Vehicle Mechanic	24 .53
05220 - Motor Vehicle Mechanic Helper	18 .48
05250 - Motor Vehicle Upholstery Worker	19 .84
05280 - Motor Vehicle Wrecker	20 .91
05310 - Painter, Automotive	22 .66
05340 - Radiator Repair Specialist	22 .88
05370 - Tire Repairer	14 .40

05400 - Transmission Repair Specialist	25 .17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .04
07041 - Cook I	8 .65
07042 - Cook II	9 .89
07070 - Dishwasher	8 .11
07130 - Food Service Worker	8 .41
07210 - Meat Cutter	12 .36
07260 - Waiter/Waitress	7 .97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16 .65
09040 - Furniture Handler	11 .74
09080 - Furniture Refinisher	16 .09
09090 - Furniture Refinisher Helper	13 .74
09110 - Furniture Repairer, Minor	15 .29
09130 - Upholsterer	16 .65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .12
11060 - Elevator Operator	8 .17
11090 - Gardener	14 .52
11122 - Housekeeping Aide	8 .17
11150 - Janitor	8 .17
11210 - Laborer, Grounds Maintenance	10 .93
11240 - Maid or Houseman	7 .27
11260 - Pruner	8 .99
11270 - Tractor Operator	12 .82
11330 - Trail Maintenance Worker	10 .93
11360 - Window Cleaner	8 .92
12000 - Health Occupations	
12010 - Ambulance Driver	12 .93
12011 - Breath Alcohol Technician	14 .22
12012 - Certified Occupational Therapist Assistant	19 .58
12015 - Certified Physical Therapist Assistant	20 .35
12020 - Dental Assistant	14 .22
12025 - Dental Hygienist	31 .31
12030 - EKG Technician	23 .56

12035 - Electroncurodiagnostic Technologist	23 .56
12040 - Emergency Medical Technician	14 .22
12071 - Licensed Practical Nurse I	17 .13
12072 - Licensed Practical Nurse II	19 .22
12073 - Licensed Practical Nurse III	20 .69
12100 - Medical Assistant	12 .40
12130 - Medical Laboratory Technician	13 .94
12160 - Medical Record Clerk	13 .21
12190 - Medical Record Technician	16 .02
12195 - Medical Transcriptionist	15 .48
12210 - Nuclear Medicine Technologist	29 .04
12221 - Nursing Assistant I	7 .08
12222 - Nursing Assistant II	9 .82
12223 - Nursing Assistant III	10 .62
12224 - Nursing Assistant IV	12 .40
12235 - Optical Dispenser	15 .26
12236 - Optical Technician	13 .90
12250 - Pharmacy Technician	15 .85
12280 - Phlebotomist	13 .30
12305 - Radiologic Technologist	24 .27
12311 - Registered Nurse I	26 .96
12312 - Registered Nurse II	30 .20
12313 - Registered Nurse II, Specialist	32 .08
12314 - Registered Nurse III	39 .31
12315 - Registered Nurse III, Anesthetist	39 .31
12316 - Registered Nurse IV	47 .11
12317 - Scheduler (Drug and Alcohol Testing)	19 .26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .30
13012 Exhibits Specialist II	24 .74
13013 - Exhibits Specialist III	28 .94
13041 - Illustrator I	17 .60
13042 - Illustrator II	22 .56
13043 - Illustrator III	26 .40
13047 - Librarian	24 .26

13050 - Library Aide/Clerk	9 .89
13054 - Library Information Technology Systems Administrator	21 .90
13058 - Library Technician	13 .25
13061 - Media Specialist I	15 .81
13062 - Media Specialist II	17 .69
13063 - Media Specialist III	19 .71
13071 - Photographer I	13 .93
13072 - Photographer II	17 .60
13073 - Photographer III	22 .56
13074 - Photographer IV	26 .40
13075 - Photographer V	30 .06
13110 - Video Teleconference Technician	13 .83
14000 - Information Technology Occupations	
14041 - Computer Operator I	15 .50
14042 - Computer Operator II	17 .34
14043 - Computer Operator III	19 .32
14044 - Computer Operator IV	22 .60
14045 - Computer Operator V	23 .90
14071 - Computer Programmer I (1)	21 .12
14072 - Computer Programmer II (1)	26 .16
14073 - Computer Programmer III (1)	27 .62
14074 - Computer Programmer IV (1)	27 .62
14101 - Computer Systems Analyst I (1)	27 .41
14102 - Computer Systems Analyst II (1)	27 .62
14103 - Computer Systems Analyst III (1)	27 .62
14150 - Peripheral Equipment Operator	15 .50
14160 - Personal Computer Support Technician	22 .60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27 .33
15020 - Aircrew Training Devices Instructor (Rated)	33 .08
15030 - Air Crew Training Devices Instructor (Pilot)	39 .27
15050 - Computer Based Training Specialist / Instructor	25 .70
15060 - Educational Technologist	29 .02
15070 - Flight Instructor (Pilot)	39 .27

15080 - Graphic Artist	23 .11
15090 - Technical Instructor	20 .19
15095 - Technical Instructor/Course Developer	24 .70
15110 - Test Proctor	17 .73
15120 - Tutor	17 .73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8 .71
16030 - Counter Attendant	8 .71
16040 - Dry Cleaner	9 .90
16070 - Finisher, Flatwork, Machine	8 .71
16090 - Presser, Hand	8 .71
16110 - Presser, Machine, Drycleaning	8 .71
16130 - Presser, Machine, Shirts	8 .71
16160 - Presser, Machine, Wearing Apparel, Laundry	8 .71
16190 - Sewing Machine Operator	11 .85
16220 - Tailor	12 .74
16250 - Washer, Machine	9 .56
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16 .65
19040 - Tool And Die Maker	19 .20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12 .84
21030 - Material Coordinator	18 .50
21040 - Material Expediter	18 .50
21050 - Material Handling Laborer	12 .26
21071 - Order Filler	10 .94
21080 - Production Line Worker (Food Processing)	12 .84
21110 - Shipping Packer	13 .31
21130 - Shipping/Receiving Clerk	13 .31
21140 - Store Worker I	9 .57
21150 - Stock Clerk	13 .57
21210 - Tools And Parts Attendant	13 .58
21410 - Warehouse Specialist	12 .84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28 .07
23021 - Aircraft Mechanic I	26 .73

23022 - Aircraft Mechanic II	28 .07
23023 - Aircraft Mechanic III	29 .47
23040 - Aircraft Mechanic Helper	20 .93
23050 - Aircraft, Painter	22 .17
23060 - Aircraft Servicer	23 .28
23080 - Aircraft Worker	24 .53
23110 - Appliance Mechanic	17 .26
23120 - Bicycle Repairer	13 .91
23125 - Cable Splicer	23 .93
23130 - Carpenter, Maintenance	18 .58
23140 - Carpet Layer	16 .21
23160 - Electrician, Maintenance	26 .51
23181 - Electronics Technician Maintenance I	19 .25
23182 - Electronics Technician Maintenance II	23 .19
23183 - Electronics Technician Maintenance III	24 .38
23260 - Fabric Worker	15 .00
23290 - Fire Alarm System Mechanic	18 .14
23310 - Fire Extinguisher Repairer	14 .40
23311 - Fuel Distribution System Mechanic	19 .17
23312 - Fuel Distribution System Operator	16 .33
23370 - General Maintenance Worker	15 .46
23380 - Ground Support Equipment Mechanic	26 .73
23381 - Ground Support Equipment Servicer	23 .28
23382 - Ground Support Equipment Worker	24 .53
23391 - Gunsmith I	14 .03
23392 - Gunsmith II	16 .21
23393 - Gunsmith III	18 .14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20 .06
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20 .93
23430 - Heavy Equipment Mechanic	17 .59
23440 - Heavy Equipment Operator	18 .14
23460 - Instrument Mechanic	19 .44
23465 - Laboratory/Shelter Mechanic	17 .26
23470 - Laborer	10 .97

23510 - Locksmith	17 .26
23530 - Machinery Maintenance Mechanic	20 .81
23550 - Machinist, Maintenance	20 .16
23580 - Maintenance Trades Helper	13 .58
23591 - Metrology Technician I	19 .44
23592 - Metrology Technician II	20 .28
23593 - Metrology Technician III	21 .14
23640 - Millwright	20 .25
23710 - Office Appliance Repairer	17 .26
23760 - Painter, Maintenance	17 .26
23790 - Pipefitter, Maintenance	19 .33
23810 - Plumber, Maintenance	18 .87
23820 - Pneudraulic Systems Mechanic	18 .14
23850 - Rigger	19 .44
23870 - Scale Mechanic	16 .03
23890 - Sheet-Metal Worker, Maintenance	18 .14
23910 - Small Engine Mechanic	16 .21
23931 - Telecommunications Mechanic I	23 .20
23932 - Telecommunications Mechanic II	24 .23
23950 - Telephone Lineman	23 .20
23960 - Welder, Combination, Maintenance	17 .43
23965 - Well Driller	18 .14
23970 - Woodcraft Worker	18 .14
23980 - Woodworker	12 .43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9 .68
24580 - Child Care Center Clerk	12 .06
24610 - Chore Aide	6 .54
24620 - Family Readiness And Support Services Coordinator	11 .09
24630 - Homemaker	15 .41
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21 .14
25040 - Sewage Plant Operator	17 .00
25070 - Stationary Engineer	21 .14
25190 - Ventilation Equipment Tender	14 .33

25210 - Water Treatment Plant Operator	16 .65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14 .82
27007 - Baggage Inspector	10 .14
27008 - Corrections Officer	18 .04
27010 - Court Security Officer	18 .04
27030 - Detection Dog Handler	17 .90
27040 - Detention Officer	18 .04
27070 - Firefighter	17 .90
27101 - Guard I	10 .14
27102 - Guard II	17 .90
27131 - Police Officer I	23 .33
27132 - Police Officer II	25 .99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10 .69
28042 - Carnival Equipment Repairer	11 .24
28043 - Carnival Equipment Worker	8 .25
28210 - Gate Attendant/Gate Tender	13 .90
28310 - Lifeguard	12 .38
28350 - Park Attendant (Aide)	15 .55
28510 - Recreation Aide/Health Facility Attendant	11 .35
28515 - Recreation Specialist	17 .83
28630 - Sports Official	12 .38
28690 - Swimming Pool Operator	15 .85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17 .78
29020 - Hatch Tender	17 .78
29030 - Line Handler	17 .78
29041 - Stevedore I	16 .63
29042 - Stevedore II	18 .93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37 .08
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25 .57
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28 .15
30021 - Archeological Technician I	19 .34

30022 - Archeological Technician II	23 .15
30023 - Archeological Technician III	28 .91
30030 - Cartographic Technician	28 .67
30040 - Civil Engineering Technician	27 .30
30061 - Drafter/CAD Operator I	19 .18
30062 - Drafter/CAD Operator II	23 .15
30063 - Drafter/CAD Operator III	25 .80
30064 - Drafter/CAD Operator IV	29 .47
30081 - Engineering Technician I	16 .59
30082 - Engineering Technician II	20 .41
30083 - Engineering Technician III	22 .83
30084 - Engineering Technician IV	28 .28
30085 - Engineering Technician V	36 .15
30086 - Engineering Technician VI	41 .85
30090 - Environmental Technician	27 .24
30210 - Laboratory Technician	23 .55
30240 - Mathematical Technician	28 .67
30361 - Paralegal/Legal Assistant I	18 .13
30362 - Paralegal/Legal Assistant II	22 .46
30363 - Paralegal/Legal Assistant III	27 .47
30364 - Paralegal/Legal Assistant IV	32 .55
30390 - Photo-Optics Technician	28 .67
30461 - Technical Writer I	20 .79
30462 - Technical Writer II	25 .43
30463 - Technical Writer III	29 .06
30491 - Unexploded Ordnance (UXO) Technician I	23 .56
30492 - Unexploded Ordnance (UXO) Technician II	28 .51
30493 - Unexploded Ordnance (UXO) Technician III	34 .42
30494 - Unexploded (UXO) Safety Escort	23 .56
30495 - Unexploded (UXO) Sweep Personnel	23 .56
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	21 .77
30621 - Weather Observer, Senior (3)	26 .39

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	10 .16
31030 - Bus Driver	15 .48
31043 - Driver Courier	12 .46
31260 - Parking and Lot Attendant	8 .34
31290 - Shuttle Bus Driver	13 .58
31310 - Taxi Driver	9 .54
31361 - Truckdriver, Light	13 .58
31362 - Truckdriver, Medium	16 .87
31363 - Truckdriver, Heavy	18 .03
31364 - Truckdriver, Tractor-Trailer	18 .03

99000 - Miscellaneous Occupations

99030 - Cashier	9 .10
99050 - Desk Clerk	10 .65
99095 - Embalmer	21 .55
99251 - Laboratory Animal Caretaker I	9 .03
99252 - Laboratory Animal Caretaker II	10 .11
99310 - Mortician	24 .04
99410 - Pest Controller	13 .78
99510 - Photofinishing Worker	10 .43
99710 - Recycling Laborer	12 .36
99711 - Recycling Specialist	15 .07
99730 - Refuse Collector	11 .03
99810 - Sales Clerk	11 .41
99820 - School Crossing Guard	8 .29
99830 - Survey Party Chief	20 .96
99831 - Surveying Aide	14 .35
99832 Surveying Technician	18 .13
99840 - Vending Machine Attendant	10 .91
99841 - Vending Machine Repairer	13 .10
99842 - Vending Machine Repairer Helper	11 .19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an

average of $3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO. 000075

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See Schedule

5. PROJECT NO. (If applicable) Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $3,126,902.84
See Schedule

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

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

E. IMPORTANT: Contractor X 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.)

Modification #75 is issued to increase funding obligations from $82,086,084.44 to $85,212,987.28, an increase of $3,126,902.84 and recapitulate prior funding.

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)
Laurie K. Declaire

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

15C. DATE SIGNED

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

16C. DATE SIGNED 9-17-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 73)	This Mod (75)	New Totals
Cost	77,996,940.00	$2,971,211.36	$80,970,151.37
Fee	4,087,144.44	$155,691.48	$4,242,835.91
Total	82,086,084.44	$3,126,902.84	$85,212,987.28

2. Purchase Requisitions:

PR Number	Value
4200221068 (Y)	$10,000.00
4200217603 (Y)	$772,000.00
4200221234 (Y)	$21,000.00
4200218834 (Y)	$26,449.94
4200221100 (Y)	$51,000.00
4200218798 (Y)	$117,490.00
4200216112 (Y)	$151,353.00
4200217738 (Y)	$4,618.07
4200221253 (Y)	$4,000.00
4200221308 (Y)	$465,600.00
4200221520 (Y)	$1,503,391.83
Total	**$3,126,902.84**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$80,970,151.37.** This allotment covers the following estimated period of performance: **July 1, 2004 – October 31, 2007**.

(b) An additional amount of **$4,242,835.91** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO. 76

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. N/A

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2/JHT

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Lara Procknow/BJ2
2101 NASA Parkway, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHT

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

Jeanne M. Newman, Program Manager 281-483-8641

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

Modification # 76 is an Administrative correction to Modification # 72. Specifically, Modification # 76 corrects Section J – List of Attachments from J-18 to J-19, Organizational Conflict of Interest (OCI) Avoidance Plan.

This change is issued at no adjustment to the estimated cost or price of this contract.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire *(Signature of Contracting Officer)*	16C. DATE SIGNED 9-14-07

SECTION J

LIST OF ATTACHMENTS

J-1 Award Fee Evaluation Plan
J-2 JSC Data Requirements List (DRL)
J-3 JSC Data Requirements Description (DRD)
J-4 JIMMS Acronym List and Definitions
J-5 Installation Accountable Government Property
J-6 JIMMS Technical Library
J-7 U.S. Department of Labor Wage Determination
J-8 Safety and Health Plan
J-9 Performance Standards
J-10 JIMMS System Table: Instructions
J-11 JIMMS Software Tables
J-12 JIMMS Contract Labor Categories
J-13 Contractor Accountable Government Property - Contractor
J-14 Contractor Accountable Government Property - Government
J-15 Security Classification Requirements
J-16 JIMMS Hazardous Materials List
J-17 JIMMS Phase-in Plan
J-18 Procurement Information Circular 06-01, "Personal Identity Verification of Contractors"
J-19 Organizational Conflict of Interest (OCI) Avoidance Plan

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: 000077

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY — CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $84,290.00

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.
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 X 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.)

Modification #77 is issued to increase funding obligations from $85,212,987.28 to $85,297,277.28, an increase of $84,290.00 and recapitulate prior funding.

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 (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Laurie K. Declaire

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

16C. DATE SIGNED: 9.19.07

1. Cumulative Funding Data:

	Previous (Mod 75)	This Mod (77)	New Totals
Cost	80,970,151.37	$80,093.12	$81,050,244.49
Fee	4,242,835.91	$4,196.88	$4,247,032.79
Total	85,212,987.28	$84,290.00	$85,297,277.28

2. Purchase Requisitions:

PR Number	Value
4200221696 (Y)	$80,000.00
4200221801 (Y)	$4,290.00
Total	**$84,290.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$81,050,244.49**. This allotment covers the following estimated period of performance: **July 1, 2004 – October 31, 2007**.

(b) An additional amount of **$4,247,032.79** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: 000078

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY — CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $224,695.00

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.

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 x 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.)

Modification #78 is issued to increase funding obligations from $85,297,277.28 to $85,521,972.28, an increase of $224,695.00 and recapitulate prior funding.

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 — (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Laurie K. Declaire

16B. UNITED STATES OF AMERICA — (Signature of Contracting Officer): Laura K DeClaire

16C. DATE SIGNED: 9-25-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 77)	This Mod (78)	New Totals
Cost	81,050,244.49	$213,507.22	$81,263,751.71
Fee	4,247,032.79	$11,187.78	$4,258,220.57
Total	85,297,277.28	$224,695.00	$85,521,972.28

2. Purchase Requisitions:

PR Number	Value
4200222959 (Y)	$120,701.00
4200222329 (Y)	$50,000.00
4200222990 (Y)	$10,000.00
4200217210 (Y)	$43,994.00
Total	**$224,695.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$81,263,751.71**. This allotment covers the following estimated period of performance: **July 1, 2004 – November 15, 2007**.

(b) An additional amount of **$4,258,220.57** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 000079

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE: USC

NASA/Johnson Space Center
Attn: Lara Procknow/BU2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BU2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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 _____ 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 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:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor x 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.)

Modification 79 is issued to: (1) update Section B.4 of the contract to reflect the current contract value and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and C1-5 are attached.

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

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Laurie K. Declaire

16B. UNITED STATES OF AMERICA

Laurie K. Declaire
(Signature of Contracting Officer)

16C. DATE SIGNED: 9-25-03

NSN 7540-01-152-8070
Previous edition unusable

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

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$81,263,751.71**. This allotment covers the following estimated period of performance: **July 1, 2004 – November 15, 2007**.

(b) An additional amount of **$4,258,220.57** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$667,317.54	98	$653,972.00
6	03/01/07 - 08/31/07	$706,077.88		
7	09/01/07 - 02/28/08	$118,701.40		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 80

3. EFFECTIVE DATE: 09/28/2007

4. REQUISITION/PURCHASE REQ. NO.: 4200218261

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $17,361.00

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.
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 X 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.)

Modification 80 is issued to increase funding obligations from $85,521,972.26 to $85,539,333.28; an increase of $17,361.00 and recapitulate prior funding.

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 (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Laurie K. Declaire

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

16C. DATE SIGNED: 09/28/2007

1. Cumulative Funding Data:

	Previous (Mod 78)	This Mod (80)	New Totals
Cost	81,263,751.71	$16,496.58	$81,280,248.29
Fee	4,258,220.57	$864.42	$4,259,084.99
Total	85,521,972.28	$17,361.00	$85,539,333.28

2. Purchase Requisitions:

PR Number	Value
4200218261 (Y)	$17,361.00
Total	**$17,361.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$81,280,248.29**. This allotment covers the following estimated period of performance: **July 1, 2004 – November 15, 2007**.

(b) An additional amount of **$4,259,084.99** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: 000081

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO. (If applicable): Y

6. ISSUED BY — CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE: FACILITY CODE:

(X) 9A. AMENDMENT OF SOLICITATION NO.:

9B. DATED (SEE ITEM 11):

X 10A. MODIFICATION OF CONTRACT/ORDER NO.: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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 ___ 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 X is not ___ is required to sign this document and return 0 copies to the issuing office.

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

Modification 81 is issued to: (1) update Section B.4 of the contract to reflect the current contract value and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and J1-8 are attached.

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): Laurie K. Declaire

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

15C. DATE SIGNED

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

16C. DATE SIGNED: 10.19.07

NSN 7540-01-152-8070
Previous edition unusable

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

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$81,280,248.29**. This allotment covers the following estimated period of performance: **July 1, 2004 – November 15, 2007**.

(b) An additional amount of **$4,259,084.99** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$667,317.54	98	$653,972.00
6	03/01/07 - 08/31/07	$706,077.88		
7	09/01/07 - 02/28/08	$703,764.98		
8	03/01/08 - 08/31/08	$712,231.36		
9	09/01/08 - 02/28/09	$105,357.97		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 000082

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable): X

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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 _____ 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 X is not is required to sign this document and return 0 copies to the issuing office.

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

Modification #82 is issued to increase funding obligations from $85,539,333.28 to $86,957,733.28, an increase of $1,418,400.00 and recapitulate prior funding.

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

(Signature of person authorized to sign)

15C. DATE SIGNED

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

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 10/25/2007

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 80)	This Mod (82)	New Totals
Cost	81,280,248.29	$1,347,776.51	$82,628,024.80
Fee	4,259,084.99	$70,623.49	$4,329,708.48
Total	85,539,333.28	$1,418,400.00	$86,957,733.28

2. Purchase Requisitions:

PR Number	Value
4200224886 (Y)	$1,183,000.00
4200224892 (Y)	$205,400.00
4200224251 (Y)	$30,000.00
Total	**$1,418,400.00**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$82,628,024.80**. This allotment covers the following estimated period of performance: **July 1, 2004 – November 30, 2007**.

(b) An additional amount of **$4,329,708.48** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: 000083

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO. (If applicable): X

6. ISSUED BY: CODE JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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 _____ 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 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:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to recognize Earned Award Fee for the 6th Evaluation Period, March 1, 2007 through August 31, 2007.

EARNED AWARD FEE PAYMENT

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

(Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Charley A. Riley Jr.

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 6/30/07

NSN 7540-01-152-8070
Previous edition unusable

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

1. The amount of Award Fee is calculated as follows:

Award Fee Available for the Period:	$706,077.88
Award Fee Earned:	$663,713.00
Less: Provisional Award Fee Paid:	$523,941.72
Total Amount to be Paid to Contractor:	**$139,771.28**

2. Section J-1, Appendix III, Award Fee Available, is replaced in its entirety to reflect Award Fee earned for the 6th evaluation period March 1, 2007 through August 31, 2007.

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$667,317.54	98	$653,972.00
6	03/01/07 - 08/31/07	$706,077.88	94	$663,713.00
7	09/01/07 - 02/28/08	$703,764.98		
8	03/01/08 - 08/31/08	$712,231.36		
9	09/01/08 - 02/28/09	$105,357.97		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000084	See Block 16C	See Schedule	Y

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Johnson Space Center Attn: Lara Procknow/BJ2 2101 NASA Parkway Houston TX 77058-3696	JSC	NASA/Johnson Space Center Attn: Lara Procknow/BJ2 2101 NASA Parkway Houston TX 77058-3696	JSC

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8101 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $1,528,202.00

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.
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 3 copies to the issuing office.

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

Modification #8 is issued to increase funding obligations from $86,957,733.26 to $88,[illegible], an increase of $1,528,202.00 and recapitulate prior funding.

Map Agreement page B-2 is attached.

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)	
		Frances L. Mahan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Frances L. Mahan Signature of Contracting Officer	16C. DATE SIGNED 11/14/07

NSN 7540-01-[illegible]
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 82)	This Mod (84)	New Totals
Cost	82,628,024.80	$1,452,111.36	$84,080,136.16
Fee	4,329,708.48	$76,090.64	$4,405,799.12
Total	86,957,733.28	$1,528,202.00	$88,485,935.28

2. Purchase Requisitions:

PR Number	Value
4200226778 (Y)	$64,113.00
4200226846 (Y)	$100,000.00
4200226815 (Y)	$375,000.00
4200226755(Y)	$140,000.00
4200226660 (Y)	$10,054.00
4200226679 (Y)	$90,035.00
4200226708 (Y)	$14,000.00
4200226186 (Y)	$475,000.00
4200226333 (Y)	$30,000.00
4200225959 (Y)	$55,000.00
4200225545 (Y)	$100,000.00
4200225136 (Y)	$75,000.00
Total	$1,528,202.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$84,080,136.16**. This allotment covers the following estimated period of performance: **July 1, 2004 – December 21, 2007.**

(b) An additional amount of **$4,405,799.12** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO: 000088

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: See Schedule

5. PROJECT NO. (If applicable): N/A

6. ISSUED BY: CODE JSC

NASA/Johnson Space Center
Attn: Lara Prockhow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Prockhow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
9001 FORBES BL STE 1.3
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

( ) 10A. MODIFICATION OF CONTRACT/ORDER NO.: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Decrease: -$17,086.99

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:

D. OTHER (Specify type of modification and authority)

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

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

Part I, Section B.6 is revised to reflect incremental funding obligations from $88,488,835.25 to $71,401,848.26, a decrease of $17,086.99 and reapportionate prior funding.

NFS 1852.216-81 Page B-2 is attached.

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): Jennifer M. Dalzielle

16B. UNITED STATES OF AMERICA: Jennifer M. Dalzielle (Signature of Contracting Officer)

16C. DATE SIGNED: 11-27-07

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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

1. Cumulative Funding Data:

	Previous (Mod 84)	This Mod (85)	New Totals
Cost	84,080,136.16	-$16,236.21	$84,063,899.95
Fee	4,405,799.12	-$850.78	$4,404,948.34
Total	88,485,935.28	-$17,086.99	$88,468,848.29

2. Purchase Requisitions:

N/A

3. De-obligations:

Fund	Project WBS	PR#	PLI	ALI	Deobligate
ESAX22007D	373371.04.01.05.01	4200224892	513	1	-$17,086.99

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$84,063,899.95**. This allotment covers the following estimated period of performance: **July 1, 2004 – December 21, 2007.**

(b) An additional amount of **$4,404,948.34** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 000086

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ NO: See Schedule

5. PROJECT NO (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

7. ADMINISTERED BY (If other than item 6) CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

[illegible] INC
Attn: Jeanne M. Newman
[illegible] FORBES PL ATE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: $1,837,500.00

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.

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 X 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.)

Modification #86 is issued to increase funding obligations from $88,468,848.29 to [illegible], an increase of $1,837,500.00 and recapitulate prior funding.

Replacement page B-1 is attached.

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): Laurie K. Declaire

15B. CONTRACTOR/OFFEROR

Signature of Contractor/Offeror

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

Signature of Contracting Officer

16C. DATE SIGNED: 11-28-07

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 85)	This Mod (86)	New Totals
Cost	84,063,899.95	$1,746,009.12	$85,809,909.07
Fee	4,404,948.34	$91,490.88	$4,496,439.22
Total	88,468,848.29	$1,837,500.00	$90,306,348.29

2. Purchase Requisitions:

PR Number	Value
4200228005 (Y)	$994,500.00
4200227988 (Y)	$11,000.00
4200227158 (Y)	$171,000.00
4200227929 (Y)	$150,000.00
4200228017 (Y)	$511,000.00
Total	$1,837,500.00

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$85,809,909.07**. This allotment covers the following estimated period of performance: **July 1, 2004 – January 11, 2008**.

(b) An additional amount of **$4,496,439.22** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO: 000087

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $3,104,314.43

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 X is not is required to sign this document and return 0 copies to the issuing office.

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

Modification #87 is issued to increase funding obligations from $90,306,348.29 to $93,410,662.72, an increase of $3,104,314.43 and recapitulate prior funding.

Replacement page B-2 is attached.

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) Frances L. Mahan

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

15C. DATE SIGNED

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

16C. DATE SIGNED 10/20/04

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 86)	This Mod (87)	New Totals
Cost	85,809,909.07	$2,949,747.65	$88,759,656.73
Fee	4,496,439.22	$154,566.78	$4,651,005.99
Total	90,306,348.29	$3,104,314.43	$93,410,662.72

2. Purchase Requisitions:

PR Number	Value
4200225724 (Y)	$42,741.76
4200229109 (Y)	$150,000.00
4200228301 (Y)	$174,998.00
4200230115 (Y)	$2,205.00
4200230436 (Y)	$21,000.00
4200230725 (Y)	$94,124.67
4200230746 (Y)	$300,000.00
4200230780 (Y)	$100,000.00
4200230870 (Y)	$300,000.00
4200231033 (Y)	$1,100,000.00
4200231220 (Y)	$384,245.00
4200231409 (Y)	$17,000.00
4200231575 (Y)	$240,000.00
4200231593 (Y)	$178,000.00
Total	**$3,104,314.43**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$88,759,656.73**. This allotment covers the following estimated period of performance: **July 1, 2004 – February 15, 2008**.

(b) An additional amount of **$4,651,005.99** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 of 25
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00088	See Block 16C		N/A

6. ISSUED BY CODE JSC NASA/Johnson Space Center Attn: Lara Brockenow/BJ2 2101 NASA Parkway Houston TX 77058-3696	7. ADMINISTERED BY (If other than Item 6) CODE JSC NASA/Johnson Space Center Attn: Lara Brockenow/BJ2 2101 NASA Parkway Houston TX 77058-3696

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

TESSACA & ASSOC INC
Attn: Jeanne M. Newman
9001 FORBES PL STE 110
SPRINGFIELD VA 22151-2216

CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. (X) NNJ07JA22C

10B. DATED (SEE ITEM 13) 05/31/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	FAR 52.243-2, Changes - Cost Reimbursable (Alternate III) (APR 1984)
	D. OTHER (Specify type of modification and authority)

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

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

Modification #42 is issued to incorporate Federal Acquisition Regulation, PART 2 Item 52.229-5(b), "State and Local Premium and Corporate Tax (APR 1984)," into the contract under Section I, page I-3.

Replacement pages for Section I are attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print)
PATTI A. PRICE
PRESIDENT & COO

15B. CONTRACTOR/OFFEROR
Patti A. Price
(Signature of person authorized to sign)

15C. DATE SIGNED
1-3-05

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

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

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

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

SECTION I

CONTRACT CLAUSES

CLAUSES THAT PERTAIN TO THE CONTRACT IN GENERAL

I.1 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 address:

http://ec.msfc.nasa.gov/msfc/procref.html.

NOTICE: The following solicitation provisions and/or 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	DEC 2001	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, RECISION, 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	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE

		COST OR PRICING DATA – MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	JAN 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION
52.222-19	JAN 2004	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (ALTERNATE I)(AUG 03) (ALTERNATE II)(AUG 03)
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
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	DEC 2003	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
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS

52.229-10	APR 2003	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT, ALTERMATE I, (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
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 REIMBURSABLE (ALTERNATE II) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I) (AUG 1998)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS, clause applies to Attachment J-5
52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (AS MODIFIED BY NASA PIC 99-15), clause applies to Attachment J-13 and Attachment J-14
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JUN 2003	PREFERNCE FOR U.S. FLAG AIR CARRIERS
52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL-TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINSTRATION FOR AUDITS
52.248-1	FEB 2000	VALUE ENGINEERING
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)

CLAUSE NUMBER	DATE	TITLE

1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
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-PROTÉGÉ PROGRAM
1852.219-79	MAR 1999	MENTOR REQUIREMENTS AND EVALUATION
1852.223-74	MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE – LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.236-73	DEC 1988	HURRICANE PLAN
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

III. FULL TEXT CLAUSES

I.2 APPROVAL OF CONTRACT (FAR 52.204-1)(DEC 1989)

This contract is subject to the written approval of the Procurement Officer and shall not be binding until so approved.

(End of Clause)

I.3 ORDERING (FAR 52.216-18)(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 2004 through August 31, 2008.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $250 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of $1,500,000;
(2) Any order for a combination of items in excess of $20,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 INDEFINITE QUANTITY (FAR 52.216-22)(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2008.

(End of clause)

I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2)(JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed $0 or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
(4) That will result in lower overall costs to the Government.
(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-
(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (May 1989)

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

This Statement is for Information Only:
It is not a Wage Determination

Employee Class Monetary Wage--Fringe Benefits

See SF98 in Section J-7

(End of clause)

I.8 RESERVED

I.9 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3)(JAN 1997) ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

(If none, insert "None") Identification No.

NONE will be delivered as an end product; however, Tessada & Associates, Inc. will comply with all contractual requirements; including the submission of Material Safety Data Sheets when required.

_____ _____

_____ _____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

I.10 OZONE-DEPLETING SUBSTANCES (FAR 52.223-11)(MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-
(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to, hydrochlorofluorocarbons.
(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:
Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
The Contractor shall insert the name of the substance(s).

(End of clause)

I.11 SECURITY REQUIREMENTS FOR UNCLASSIFIED TECHNOLOGY INFORMATION RESOURCES (NFS 1852.204-76)(JUL 2002)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management,

operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

(1) Computer control of spacecraft, satellites, or aircraft or their payloads;

(2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPG 1620.1, NASA Security Procedures and Guidelines.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

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

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

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

(iii) **IT-3** -- Individuals having privileged access or limited privileged access to systems

whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

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

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

I.12 DRUG-FREE WORKPLACE (FAR 52.223-6)(MAY 2001)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-
(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establish an ongoing drug-free awareness program to inform such employees about-
(i) The dangers of drug abuse in the workplace;
(ii) The Contractor's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) though (b)(6) of this clause.
(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

I.13 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (FAR 52.227-11)(JUN 1997) (AS MODIFIED BY NFS 1852.227)

(a) *Definitions.*
(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*)
(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that is benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.
(b) *Allocation of principal rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
(c) Invention disclosure, election of title, and filing of patent application by Contractor.
(1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
(4) Requests for extension of the time for disclosure election, and filing under paragraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.
(5) The Contractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c)(1). NASA prefers that the contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose subject inventions. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site http://invention.nasa.gov.
(d) *Conditions when the Government may obtain title.* The Contractor will convey to the Federal agency, upon written request, title to any subject invention-
(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.
(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; *provided, however*, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.
(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
(e) *Minimum rights to Contractor and protection of the Contractor right to file.*
(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.
(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible

to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
(f) *Contractor action to protect the Government's interest.*
(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to-
(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and
(ii) Convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.
(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."
(5) The Contractor shall provide the Contracting Officer the following:

(i) A listing every 12 months (or such longer period as the Contracting Officer may specify) from the date of the contract, of all subject inventions required to be disclosed during the period.

(ii) A final report prior to closeout of the contract listing all subject inventions or certifying that there were none.

(iii) Upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents.

(iv) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a coinventor.
(g) *Subcontracts.*

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
(2) The Contractor shall include the clause in the NASA FAR Supplement at 1852.227-70, New Technology, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization.
(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; *provided, however*, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
(h) *Reporting on utilization of subject inventions.* The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
(i) *Preference for United States industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
(j) *March-in rights.* The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that-
(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
(k) *Special provisions for contracts with nonprofit organizations.* If the Contractor is a nonprofit organization, it agrees that-
(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; *provided*, that such assignee will be subject to the same provisions as the Contractor;
(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and
(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; *provided*, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this paragraph (k)(4).

(End of clause)

I.14 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) (AS MODIFIED BY NFS 1852-227-14) ALTERNATE III (JUN 1987)

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer databases, and documentation thereof. "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means

data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software), which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright--(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat

the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) (i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer database for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2)--(3) [Reserved]

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

Alternate III (June 1987)

(g)(3)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

Restricted Rights Notice (June 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. NNJ04JA52C (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.
(b) This computer software may be-
(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
(3) Reproduced for safekeeping (archives) or backup purposes;
(4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
(5) Disclosed to and reproduced for use by support service Contractors in accordance with paragraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
(6) Used or copied for use in or transferred to a replacement computer.
(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.
(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

I.15 RIGHTS IN DATA – SPECIAL WORKS (FAR 52.227-17)(JUN 87) (AS MODIFIED BY NFS 1852.227-17)

(a) *Definitions.*
"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.
"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.
(b) *Allocation of Rights.*
(1) The Government shall have-
(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.
(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause.
(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.
(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.
(c) *Copyright-*
(1) *Data first produced in the performance of this contract.*
(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.
(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.
(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the

performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.
(e) *Indemnity*. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.
(f) Whenever the words "establish" and "establishment" are used in this clause, with reference to a claim to copyright, they shall be construed to mean "assert" and "assertion", respectively.

(End of clause)

I.16 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (FAR 52.251-2)(JAN 1991)

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

(End of clause)

I.17 OMBUDSMAN (NFS 1852.215-84)(OCT 2003) (ALTERNATE 1)(JUN 2000)

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

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

Lucy V. Kranz
Lyndon B. Johnson Space Center
Mail Code: AC
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-0490, Fax: 281-483-2200

Email: lucy.v.kranz@nasa.gov

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

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

(End of clause)

I.18 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-15

(End of clause)

[End of Section]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.
000089

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)
Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $1,836,431.00

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.
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 X 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.)

Modification #89 is issued to increase funding obligations from $93,410,662.72 to $95,247,093.72, an increase of $1,836,431.00 and recapitulate prior funding.

Replacement page B-2 is attached.

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)
Laurie K. Declaire

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

(Signature of person authorized to sign)

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 87)	This Mod (89)	New Totals
Cost	88,759,656.73	$1,744,993.35	$90,504,650.07
Fee	4,651,005.99	$91,437.65	$4,742,443.65
Total	93,410,662.72	$1,836,431.00	$95,247,093.72

2. Purchase Requisitions:

PR Number	Value
4200234200 (Y)	$662,000.00
4200233888 (Y)	$18,431.00
4200233988 (Y)	$785,000.00
4200234017 (Y)	$95,000.00
4200233094 (Y)	$50,000.00
4200232878 (Y)	$126,000.00
4200234736 (Y)	$100,000.00
Total	**$1,836,431.00**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$90,504,650.07**. This allotment covers the following estimated period of performance: **July 1, 2004 – March 14, 2008**.

(b) An additional amount of **$4,742,443.65** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.
000090

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
See Schedule

5. PROJECT NO. (If applicable)
N/

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA52C

10B. DATED (SEE ITEM 11)
06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$177,775.03

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 0 copies to the issuing office.

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

Modification #90 is issued to decrease funding obligations from $95,247,093.72 to $95,069,318.69, a decrease of $177,775.03 and recapitulate prior funding.

Replacement page B-2 is attached.

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 D. Kliment

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

(Signature of person authorized to sign)

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

16C. DATE SIGNED
1-31-08

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 89)	This Mod (90)	New Totals
Cost	90,504,650.07	($168,923.44)	$90,335,726.63
Fee	4,742,443.65	($8,851.59)	$4,733,592.06
Total	95,247,093.72	($177,775.03)	$95,069,318.69

2. Purchase Requisitions:

N/A

3. De-obligations:

Deobligate PR	PLI#	ALI#	Fund	WBS Element	Amt.
4200231575	543	1	EXCX22007D	731542.01.03.05	$ (150,000.00)
4200209424	463	1	ESAX22007D	953565.01.10.02	$ (1,900.00)
4200198783	441	1	EXCX22006D	731542.01.03.05	$ (100.03)
4200212427	476	1	ESAX22006D	825080.01.04	$ (1,769.87)
4200217677	490	3	EXCX22006D	731542.01.03.05	$ (16,968.30)
4200222990	509	1	EXCX22006D	731542.01.03.05	$ (7,036.83)
Total Deobligation					$ (177,775.03)

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$90,335,726.63**. This allotment covers the following estimated period of performance: **July 1, 2004 – March 14, 2008**.

(b) An additional amount of **$4,733,592.06** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: 000091

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Lara Procknow/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.: NNJ04JA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required): Net Decrease: -$1,563.96

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 0 copies to the issuing office.

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

Modification #91 is issued to decrease funding obligations from $95,069,318.69 to $95,067,754.73, a decrease of $1,563.96 and recapitulate prior funding.

Replacement page B-2 is attached.

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

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Marie D. Klement

16B. UNITED STATES OF AMERICA

Marie D. Klement
(Signature of Contracting Officer)

16C. DATE SIGNED: 2-1-08

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 90)	This Mod (91)	New Totals
Cost	90,335,726.63	($1,486.09)	$90,334,240.54
Fee	4,733,592.06	($77.87)	$4,733,514.19
Total	95,069,318.69	($1,563.96)	$95,067,754.73

2. Purchase Requisitions:

N/A

3. De-obligations:

Deobligate PR	PLI#	ALI#	Fund	WBS Element	Amt.
4200115506	188	1	EXCX22005D		$ (16.35)
4200150695	284	1	EXCX22005D	72-349-01-AA	$ (72.11)
4200151244	289	1	EXCX22005D	72-252-10-AG	$ (10.44)
4200158967	311	1	EXCX22005D	72-379-05-AA	$ (56.74)
4200164634	333	1	EXCX22006D	992858.02.05.01	$ (1,344.73)
4200166252	350	1	EXCX22005D	72-349-01-AA	$ (43.55)
4200168126	351	1	ESAX22006D	685676.08.10	$ (20.04)
Total Deobligation					$ (1,563.96)

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$90,334,240.54**. This allotment covers the following estimated period of performance: **July 1, 2004 – March 14, 2008**.

(b) An additional amount of **$4,733,514.19** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.: 000092

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY: CODE JSC

NASA/Johnson Space Center
Attn: Evelyn Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Evelyn Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TRSSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $7,656,377.53

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 X 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.)

Modification #92 is issued to increase funding obligations from $95,067,754.73 to $102,974,132.26, a increase of $7,656,377.53 and recapitulate prior funding.

Replacement page B-2 is attached.

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): Keesia Quinn

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

15C. DATE SIGNED

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

16C. DATE SIGNED 7/29/2004

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 91)	This Mod (92)	New Totals
Cost	90,334,240.54	$7,465,201.00	$97,799,441.54
Fee	4,733,514.19	$391,176.53	$5,124,690.72
Total	95,067,754.73	$7,856,377.53	$102,924,132.26

2. Purchase Requisitions:

PR Number	Value
4200237283 (Y)	$100,000.00
4200237177 (Y)	$181,205.70
4200237623 (Y)	$2,500.00
4200235500 (Y)	$79,071.83
4200237969 (Y)	$105,000.00
4200233685 (Y)	$60,000.00
4200236297 (Y)	$1,000,000.00
4200235995 (Y)	$60,000.00
4200238805 (Y)	$1,945,000.00
4200238840 (Y)	$400,000.00
4200239177 (Y)	$3,237,000.00
4200239207 (Y)	$51,150.00
4200238118 (Y)	$30,989.00
4200233005 (Y)	$8,701.00
4200238792 (Y)	$60,760.00
4200239508 (Y)	$485,000.00
4200238499 (Y)	$50,000.00
Total	**$7,856,377.53**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$97,799,441.54**. This allotment covers the following estimated period of performance: **July 1, 2004 – June 22, 2008**.

(b) An additional amount of **$5,124,690.72** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO. 000093

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO

5. PROJECT NO. (If applicable) Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Evelyn Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Evelyn Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Joanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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 _____ 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 X is not is required to sign this document and return 9 copies to the issuing office.

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

Modification #1 is issued to: (1) update Section B.4 of the contract to reflect the current contract value for task orders 00 through 2/24/03 and (2) update Section J, Appendix III to reflect current available award fee pools.

Replacement Pages B-2 and J1-9 are attached.

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) Keshia Quinn

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

15C. DATE SIGNED

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

16C. DATE SIGNED 3/18/2005

NSN 7540-01-152-8070
Previous edition unusable

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

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$97,799,441.54**. This allotment covers the following estimated period of performance: **July 1, 2004 – June 22, 2008**.

(b) An additional amount of **$5,124,690.72** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE EVALUATION PERIODS

AF	Period	Available Award Fee	Award Fee Score	Total Actual Fee Earned
1	09/01/04 - 02/28/05	$622,622.29	97	$603,943.62
2	03/01/05 - 08/31/05	$662,238.82	98	$648,994.04
3	09/01/05 - 02/28/06	$627,113.44	98	$614,571.17
4	03/01/06 - 08/31/06	$644,824.25	95	$612,583.04
5	09/01/06 - 02/28/07	$667,317.54	98	$653,972.00
6	03/01/07 - 08/31/07	$706,077.88	94	$663,713.00
7	09/01/07 - 02/28/08	$721,818.38		
8	03/01/08 - 08/31/08	$739,370.14		
9	09/01/08 - 02/28/09	$107,864.81		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO: 000094

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. (If applicable): Y

6. ISSUED BY CODE: JSC

NASA/Johnson Space Center
Attn: David C. Nayles/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: David C. Nayles/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.: NNJ04TA52C

10B. DATED (SEE ITEM 11): 06/30/2004

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): See Schedule

Net Increase: $771,702.00

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.
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 X is not is required to sign this document and return 0 copies to the issuing office.

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

Modification #94 is issued to increase funding obligations from $102,924,132.26 to $103,695,834.26, a increase of $771,702.00 and recapitulate prior funding.

Reg. [illegible]
[illegible]
NASA/Johnson Space Center
2101 NASA Parkway
Houston TX 77058-3696 USA

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): Charles A. Riley Jr.

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

15C. DATE SIGNED

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

16C. DATE SIGNED: 08/28/2006

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 92)	This Mod (94)	New Totals
Cost	97,799,441.54	$733,278.22	$98,532,719.76
Fee	5,124,690.72	$38,423.78	$5,163,114.50
Total	102,924,132.26	$771,702.00	$103,695,834.26

2. Purchase Requisitions:

PR Number	Value
4200242878 (Y)	$444,000.00
4200242534 (Y)	$211,581.00
4200241242 (Y)	$1,496.00
4200242292 (Y)	$75,000.00
4200239896 (Y)	$5,000.00
4200241217 (Y)	$25,000.00
4200241727 (Y)	$9,625.00
Total	**$771,702.00**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

'e

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$98,532,719.76**. This allotment covers the following estimated period of performance: **July 1, 2004 – July 6, 2008.**

(b) An additional amount of **$5,163,114.50** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

JIMMS (NNJ04JA52C)
3/28/2008

PR amount		$771,702.00
Fee Percentage		5.24%
Amount to be set aside for cost	$	733,278.22
Amount for fee	$	38,423.78

PR Number	Value	Comments
4200242878 (Y)	$444,000.00	
4200242534 (Y)	$211,581.00	
4200241242 (Y)	$1,496.00	
4200242292 (Y)	$75,000.00	
4200239896 (Y)	$5,000.00	
4200241217 (Y)	$25,000.00	
4200241727 (Y)	$9,625.00	
Total	**$771,702.00**	

	Previous (Mod 92)	This Mod (94)	New Totals
Cost	97,799,441.54	$733,278.22	$98,532,719.76
Fee	5,124,690.72	$38,423.78	$5,163,114.50
Total	102,924,132.26	$771,702.00	$103,695,834.26

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE 1 OF PAGES 3
2 AMENDMENT/MODIFICATION NO: 00C095	3 EFFECTIVE DATE: See Block 16C
4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable): Y
6 ISSUED BY CODE: JSC NASA/Johnson Space Center Attn: Evelyn M. Morales/BJ2 2101 NASA Parkway Houston TX 77058-3696	7 ADMINISTERED BY (If other than Item 6) CODE: JSC NASA/Johnson Space Center Attn: Evelyn M. Morales/BJ2 2101 NASA Parkway Houston TX 77058-3696
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TESSADA & ASSOC INC Attn: Jeanne M. Newman 8001 FORBES PL STE 310 SPRINGFIELD VA 22151-3205	(X) 9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11) X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA52C 10B DATED (SEE ITEM 11): 06/30/2004
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): Net Decrease: -$283.63

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 X 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.)

Modification #95 is issued to decrease funding obligations from $103,695,834.76 to $103,695,550.63 a decrease of $283.59 and recapitulate prior funding.

Replacement page B-2 is attached.

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): Kerhia Quinn
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED: 4/11/2008

NSN 7540-01-152-8070
Previous edition unusable

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

1. Cumulative Funding Data:

	Previous (Mod 94)	This Mod (95)	New Totals
Cost	98,532,719.76	($269.51)	$98,532,450.26
Fee	5,163,114.50	($14.12)	$5,163,100.37
Total	103,695,834.26	($283.63)	$103,695,550.63

2. Purchase Requisitions:

N/A

3. De-obligations:

Deobligate PO	PLI#	ALI#	Fund	WBS Element	Amt.
PR#4200139353	257	10	EXCX22005R	72R-335-12-01-0473-01	$ (258.42)
PR#4200139353	257	20	EXCX22005R	72R-335-12-01-0473-02	$ (25.21)
Total					**$ (283.63)**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)
The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$98,532,450.26**. This allotment covers the following estimated period of performance: **July 1, 2004 – July 06, 2008**.

(b) An additional amount of **$5,163,100.37** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000096	See Block 16C	See Schedule	Y

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Attn: Evelyn M. Morales/BJ2
2101 NASA Parkway
Houston TX 77058-3696

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

TESSADA & ASSOC INC
Attn: Jeanne M. Newman
8001 FORBES PL STE 310
SPRINGFIELD VA 22151-2205

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO NNJ04JA52C

10B. DATED (SEE ITEM 11) 06/30/2004

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $2,218,341.59

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 X is not is required to sign this document and return 0 copies to the issuing office.

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

Modification #96 is issued to increase funding obligations from $103,695,550.63 to $105,913,892.22 an increase of $2,218,341.59 and recapitulate prior funding.

Replacement page B-2 is attached.

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)	
		Frances L. Mahan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Frances L. Mahan (Signature of Contracting Officer)	16C. DATE SIGNED 4/23/08

1. Cumulative Funding Data:

Previous (Mod 95)	This Mod (96)	New Totals
98,532,450.26	**$2,107,888.25**	$100,640,338.50
5,163,100.37	**$110,453.34**	$5,273,553.72
103,695,550.63	**$2,218,341.59**	$105,913,892.22

2. Purchase Requisitions:

PR Number	Value
4200247670 (Y)	$127,000.00
4200247619 (Y)	$55,000.00
4200246317 (Y)	$1,611,000.00
4200247568 (Y)	$78,079.00
4200245200 (Y)	$8,000.00
4200244064 (Y)	$300,000.00
4200242948 (Y)	$16,000.00
4200245150 (Y)	$3,262.59
4200247173 (Y)	$20,000.00
Total	**$2,218,341.59**

3. De-obligations:

N/A

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$100,640,338.50**. This allotment covers the following estimated period of performance: **July 1, 2004 – August 03, 2008.**

(b) An additional amount of **$5,273,553.72** is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 7

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

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Procurement Information Circular (PIC) 04-12 and Mutual Agreement of the Parties
	d. OTHER (Specify type of modification and authority)

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification # 1 is issued to: (1) replace DRD# 25 in Section J-3 to incorporate current property reporting requirements; (2) Incorporate the addition of a new Key Personnel Designation: Deputy Program Manager in section H.6 "Key Personnel and Facilities. (3) Update Wage Determination "Health & Welfare" rate on attachment J-7 page 11 and (4) Change language in the Statement of Work under Sections 7.1 and 9.4.

Replacement Pages C-24, C-37, H-4, J-3 DRD #25, and J7-11 are attached.

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)
Roger Bromen, Executive Vice President	Jessica C. Miller, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ R. Bromen (Signature of person authorized to sign)	8/4/04	BY /s/ J. Miller (Signature of Contracting Officer)	8/4/04

Contracting Officer from the records reference above, to either (a) the Government, or (b) a successor Contractor.

4. If a request for transfer of title to the Government, the Government agrees to recognize as allowable costs under the contract, for identified capital equipment, so much of the cost of the equipment that has not been depreciated as of the end of the contract period of performance. Payment of such undepreciated balances will be no later than 30 days after transfer of title.

(End of clause)

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

(a) The personnel and/or facilities listed below 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) 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.

Management for the following functional areas:

(End of clause)

H.7 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include the following:

29495 - Unexploded (UXO) Sweep Personnel	21.52	
29620 - Weather Observer, Senior (3)	21.81	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99	
29622 - Weather Observer, Upper Air		17.99

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	14.48	
31260 - Parking and Lot Attendant	7.68	
31290 - Shuttle Bus Driver		11.52
31300 - Taxi Driver	8.81	
31361 - Truckdriver, Light Truck	11.52	
31362 - Truckdriver, Medium Truck	14.97	
31363 - Truckdriver, Heavy Truck	16.00	
31364 - Truckdriver, Tractor-Trailer	16.00	

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	8.21	
99030 - Cashier	8.41	
99041 - Carnival Equipment Operator		9.72
99042 - Carnival Equipment Repairer		10.22
99043 - Carnival Worker		7.50
99050 - Desk Clerk	10.65	
99095 - Embalmer	19.59	
99300 - Lifeguard	11.31	
99310 - Mortician	23.71	
99350 - Park Attendant (Aide)	14.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		9.48
99500 - Recreation Specialist		14.74
99510 - Recycling Worker	12.23	
99610 - Sales Clerk	10.53	
99620 - School Crossing Guard (Crosswalk Attendant)		8.29
99630 - Sport Official	10.43	
99658 - Survey Party Chief (Chief of Party)		18.11
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		15.66
99660 - Surveying Aide		12.40
99690 - Swimming Pool Operator	13.10	
99720 - Vending Machine Attendant		10.91
99730 - Vending Machine Repairer	13.10	
99740 - Vending Machine Repairer Helper		11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

7.1 Writing and Editing

The Contractor shall provide technical writing and editing services, required to produce scientific and technical reports, mission support documents, operational plans and procedures, systems briefs, speeches, newsletters, brochures, presentations, manuals, tape transcriptions, journal articles, and any other related documentation. The Contractor shall edit documents based on guidelines specified in The Gregg Reference Manual, published by Glencoe McGraw-Hill and in the version of the NASA Publications Guide for Authors (SP-1999-7602) developed specifically for editors and writers. Contract editors shall edit documents based on defined levels for language and format (specified in NASA SP-1999-7084, Grammar, Punctuation and Capitalization; A Handbook for Technical Writers and Editors, NPG 2200.2, Merriam Webster's Collegiate Dictionary, latest version, and in the United States Government Printing Office Style Manual, (International Standard Book Number (ISBN) 0-16-050082-6) determined by the COTR. The Contractor shall ensure retention of the author's original intent and meaning, using the author's original language where possible. The majority of writing and editing tasks require a high level of skill in manipulating and working with electronic formats.

7.2 Graphics

Graphics services rely on traditional techniques as well as electronic creation and manipulation of graphics to produce products that satisfy the requirements of the greater JSC user community. The majority of work in graphics requires specialized skills creating and manipulating electronic formats. The Contractor shall meet all Government and NASA regulations and policies in final products (e.g., NASA Insignia policy, Section 508 policy, NASA Graphics Standard, GPO3006-8-011, GPO 3006, GPO305.1, GPO305.3, International Color Consortium (ICC), (Information on Profiles, Color Management Workflow Analysis, Color Management – What's Needed for Printing and Publishing?, European Color Initiative (ECI) Guidelines, ICC Achievements and Challenges, ICC Overview.

7.2.1 Technical Illustration

The Contractor shall interpret, incorporate, and analyze customer requirements to produce engineering drawings, oversized artwork, facility drawings, software engineering releases and analyses, performance specifications, design review materials, precise dimensional layouts and figures, technical charts and graphs, maintenance and operations manuals, and technical illustrations and diagrams constructed to scale.

7.2.2 Visual Design and Production

The Contractor shall provide products and services that promote a broad awareness and understanding of the programs, missions, and activities of JSC and NASA. These products and services are distributed through numerous types of multimedia. Because of the visual, artistic nature of this work and its complexity, close coordination with the customer is required.

The Contractor shall provide complex visual designs and art products generally intended for orienting external audiences to NASA's programs and mission. These designs include conceptual designs, abstract renderings using mixed media, program logos and emblems, formal documents, brochures, educational packages, exhibit design and display boards.

all program feeds. The Contractor shall distribute programs to news media, JSC personnel, and NASA personnel at other centers. Audio programs consist of NASA Television audio, mission audio, inter-center audio, PAO-1, and PAO-2. During ISS and certain international missions, additional audio circuit configuration may be required to broadcast and record translation to and from foreign languages.

9.2.2 Audio Recording and Products

Throughout the duration of Space Shuttle missions and as directed by the CO for ISS missions, the Contractor shall record for archival, production, and distribution purposes a variety of audio circuits.
The Contractor shall catalog, index, and archive recordings. The Contractor shall make use of automated audio indexing and search technology as directed by the CO. The Contractor shall copy certain portions of the audio mission recordings for distribution to the news media and other users. When NASA foreign partners participate in flights, the Contractor shall record additional audio circuits containing foreign language translation.

9.3 NASA Television and Media Distribution

The Contractor shall provide live television programming from the Program Control Room in the Teague Broadcast Center for broadcasting on NASA Television via domestic satellite and locally via closed circuit. Local distribution also includes two additional isolated feeds, PAO-1 and PAO-2, which shall be coordinated and switched for media requirements. Video sources for the broadcasts and isolated feeds include mission downlink, MCC views, graphics, animation, video feeds from other NASA centers, videotaped segments, recorded productions, live briefings, and studio-based programs. Also, the Contractor shall provide, as requested by the CO, mission commentary from Mission Control or a remote facility, giving audio commentary on mission events for distribution to the media and public.

9.4 Non-Mission Television, Video, and Media Production

The Contractor shall produce non-mission live television programming and event coverage for JSC and NASA institutional purposes. The Contractor shall also produce recorded video and multimedia products.
The Contractor shall produce, sometimes on short notice, news and special events programming to be broadcast on NASA Television as Agency or Center news warrants. These live briefings are moderated by a Public Information Officer and usually include NASA senior management, scientists, or experts reporting and answering questions from the briefing room and from other NASA centers. These briefings may include graphics, videotape, available animation, and multipoint two-way audio for media participation from remote locations such as other NASA Centers and international venues.
The Contractor shall produce television productions, programs, features, video files, video news releases, and multimedia presentations required to publicly communicate JSC and NASA programs. This effort requires, but is not limited to, the following activities: planning; writing outlines, treatments, and scripts; directing various activities; acquiring necessary footage; creating still graphics and animation; recording all

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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 offor 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)*

INCREASE $1,718,900.30

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

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

Modification 2 is issued to: (1) increase funding obligations from $250,000 to $1,968,900.30, an increase of $1,718,900.30; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/1/04

1. Cumulative Funding Data:

	Previous (Basic)	This Mod (2)	New Totals
Cost	$250,000.00	$1,620,866.88	$1,870,866.88
Fee	0	98,033.42	98,033.42
Total	$250,000.00	$1,718,900.30	$1,968,900.30

2. PR obligations details

PR	Amount
4200075282	$ 20,000.00
4200079859	$ 500,000.00
4200080267	$ 57,979.00
4200080810	$ 72,300.00
4200081260	$ 563,621.30
4200082284	$ 45,000.00
4200082401	$ 460,000.00
TOTAL	**$1,718,900.30**

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)
The estimated cost, no fee for phase-in activities is **$[Offeror to fill in].**

The estimated cost of IDIQ/CPAF services is $ TBD ***[Amount will be determined as the IDIQ/CPAF Task Orders are issued].*** The maximum available award fee, excluding base fee if any, is $ TBD ***[Amount will be determined as the IDIQ/CPAF Task Orders are issued].*** The base fee is $0. Total estimated cost, base fee, and maximum award fee are $ TBD ***[Amount will be determined as the IDIQ/CPAF Task Orders are issued].***

(End of Clause)

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $ 1,870,866.88. This allotment covers the following estimated period of performance: July 1, 2004 – October 31, 2004.

(b) An additional amount of $ 98,033.42 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

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

6. ISSUED BY CODE BJ2/JHB

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Jessica C. Miller/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHB

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

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

Modification 3 is issued to: (1) update Section B, Clause B.4 Estimated Cost and Award Fee and (2) update Section J, Attachment J-1, Appendix III to reflect the negotiated award fee pools. (see pages 2 & 3)

Replacement Pages B-2 and J1-8 are attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/24/04

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

(End of Clause)

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $1,870,866.88. This allotment covers the following estimated period of performance: July 1, 2004 – October 31, 2004.

(b) An additional amount of $98,033.42 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

	PERIOD	AVAILABLE AWARD FEE	TOTAL AVAILABLE FEE	AWARD FEE EARNED & SCORE	TOTAL ACTUAL FEE EARNED
1	9-1-04 to 2-28-05	608,805.60	608,805.60		
2	3-1-05 to 8-31-05	627,942.60	627,942.60		
3	9-1-05 to 2-28-06	98,841.72	98,841.72		
4	3-1-06 to 8-31-06				
5	9-1-06 to 2-28-07				
6	3-1-07 to 8-31-07				
7	9-1-07 to 2-28-08				
8	3-1-08 to 8-31-08				
9	9-1-08 to 2-28-09				
10	3-1-09 to 8-31-09				

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1	4
2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 3	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $2,699,697.72

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

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

Modification 4 is issued to: (1) increase funding obligations from $1,968,900.30 to $4,668,598.02, an increase of $2,699,697.72; and (2) recapitulate prior funding (see pages 2 & 3)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/24/04

1. Cumulative Funding Data:

	Previous (Mod 2)	This Mod (4)	New Totals
Cost	$1,870,866.88	$2,565,277.19	$4,436,144.07
Fee	98,033.42	134,420.53	232,453.95
Total	$1,968,900.30	$2,699,697.72	$4,668,598.02

2. PR obligations details (See Page 3)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)
The estimated cost, no fee for phase-in activities is $0.

(End of Clause)

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $4,436,144.07. This allotment covers the following estimated period of performance: July 1, 2004 – October 31, 2004.

(b) An additional amount of $232,453.95 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 39

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

6. ISSUED BY CODE BJ2/JHB

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Jessica C. Miller/BJ2
2101 NASA Parkway, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

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

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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 [X] 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 transfer contractor acquired capital equipment from NAS 9-97001 with InDyne, Inc. to NNJ04JA52C with Tessada and Associates.

See page 2.

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/8/04

Attached is a listing of the IMPASS capital equipment the Government has elected to transfer title and/or accountability to the JIMMS contract. The first listing "JIMMS Government" is Installation Accountable Government Property, which is being transferred to your contract and should be tracked in J-5, Installation Accountable Government Property. The second spreadsheet, "JIMMS Capital Equipment" is the capital equipment the Government has requested InDyne, Inc. to transfer from NAS 9-97001 to this contract. These items are to be tracked as capital equipment in accordance with Clause H.7 of the contract.

Some of the items in the 'JIMMS Capital Equipment' spreadsheet contain undepreciated balances. As the successor contractor, you can decline to take title to equipment with undepreciated balances if you determine such action to be in your best interest. Should you desire to take title to some of the undepreciated capital equipment you will need to work with InDyne, Inc. on the transfer price and the terms and conditions of the transfer. Fully depreciated capital equipment will be transferred to this contract at no cost. Any capital equipment that Tessada and Associates desires to excess shall be identified to the Contracting Officer for approval before proceeding.

All other terms and conditions of the contract remain the same.

CAPITAL
EQUIPMENT TO TRAN

OMB Approval No. 2700-0042

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

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6	See Block 16C	4200088312	

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $200,000

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

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

Modification 6 is issued to: (1) increase funding obligations from $4,668,598.02 to $4,868,598.02, an increase of $200,000; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 10/25/04

1. Cumulative Funding Data:

	Previous (Mod 4)	This Mod (6)	New Totals
Cost	$4,436,144.07	$190,041.81	$4,626,185.88
Fee	232,453.95	9,958.19	242,412.14
Total	$4,668,598.02	$200,000.00	$4,868,598.02

(b) __If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

(End of Clause)

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $4,626,185.88. This allotment covers the following estimated period of performance: July 1, 2004 – November 30, 2004.

(b) An additional amount of $242,412.14 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

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

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

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $2,490,951.69

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

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

Modification 7 is issued to: (1) increase funding obligations from $4,868,598.02 to $7,359,549.71, an increase of $2,490,951.69; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/18/04

1. Cumulative Funding Data:

	Previous (Mod 6)	This Mod (7)	New Totals
Cost	$4,626,185.88	$2,366,924.83	$6,993,110.71
Fee	242,412.14	124,026.86	366,439.00
Total	$4,868,598.02	$2,490,951.69	$7,359,549.71

2. Purchase Requisitions

PR Number	Value
4200050726	$3,839.40
4200050727	$1,293.29
4200079850	$5,342.00
4200088526	$99,658.00
4200089170	$3,500.00
4200089422	$133,586.00
4200089601	$10,000.00
4200090021	$108,000.00
4200090290	$600,000.00
4200090427	$23,400.00
4200090444	$600,000.00
4200090687	$16,000.00
4200090724	$239,333.00
4200090764	$145,000.00
4200090766	$166,000.00
4200090769	$300,000.00
4200090781	$36,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $6,993,110.71. This allotment covers the following estimated period of performance: July 1, 2004 – December 31, 2004.

(b) An additional amount of $366,439.00 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 | 3	
2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y
6. ISSUED BY CODE BJ2/JHJ		7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ	

6. ISSUED BY
NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)*
Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $1,657,772.97

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

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

Modification 8 is issued to: (1) increase funding obligations from $7,359,549.71 to $9,017,322.68, an increase of $1,657,772.97; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

1. Cumulative Funding Data:

	Previous (Mod 7)	This Mod (8)	New Totals
Cost	$6,993,110.71	$1,575,230.87	$8,568,341.58
Fee	366,439.00	82,542.10	448,981.10
Total	$7,359,549.71	$1,657,772.97	$9,017,322.68

2. Purchase Requisitions

PR Number	Value
4200091090	$73,485.00
4200091328	$150,000.00
4200092343	$115,000.00
4200093086	$325,000.00
4200093942	$6,400.00
4200094061	$54,489.18
4200094289	$106,000.00
4200094395	$64,000.00
4200094399	$12,386.00
4200094643	$96,019.00
4200094690	$654,993.79

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $8,568,341.58. This allotment covers the following estimated period of performance: July 1, 2004 – January 31, 2004.

(b) An additional amount of $448,981.10 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 / 3
2. AMENDMENT/MODIFICATION NO. 9	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. *(If applicable)* Y

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY *(If other than Item 6)* CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED *(SEE ITEM 13)* 6/30/04

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 ☐ 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)*

INCREASE $7,780,786.68

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

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

Modification 9 is issued to: (1) increase funding obligations from $9,017,322.68 to $16,798,109.36, an increase of $7,780,786.68; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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)* Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller *(Signature of Contracting Officer)*	16C. DATE SIGNED 1/20/05

1. Cumulative Funding Data:

	Previous (Mod 8)	This Mod (9)	New Totals
Cost	$8,568,341.58	$7,393,373.89	$15,961,715.47
Fee	448,981.10	387,412.79	836,393.89
Total	$9,017,322.68	$7,780,786.68	$16,798,109.36

2. Purchase Requisitions

PR Number	Value
4200093383	$4,000.00
4200093955	$184,160.00
4200094061	$50,000.00
4200094649	$21,500.00
4200095598	$130,000.00
4200096346	$104,215.68
4200096507	$200,000.00
4200096639	$700,000.00
4200096700	$800,000.00
4200096751	$20,000.00
4200096873	$5,300,000.00
4200097037	$75,581.00
4200097071	$191,330.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $15,961,715.47. This allotment covers the following estimated period of performance: July 1, 2004 – February 28, 2005.

(b) An additional amount of $836,393.89 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates

IDIQ Contract Fully Burdened Costs Rates (Plus Escalation)

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 48

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

6. ISSUED BY CODE BJ2/JHB

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Jessica C. Miller/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHB

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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

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

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: (1) revise DRD-05, Resource Management Plan, to clarify the due date requirement; (2) update Section J-9 Performance Standards and (3) document consideration received by the Government for the changes in Section J-9 Performance Standards.

See page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Enrique A. Tessada, President	Jessica C. Miller, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ E. Tessada (Signature of person authorized to sign)	2/11/05	BY /s'/ J. Miller (Signature of Contracting Officer)	2/11/05

1. DRD-05, Resource Management Plan, page 2 is revised to update the 533M due date requirement from "Due not later than the 12th calendar day of the month" to "Due not later than the 12th calendar day of the month. Should the 12th calendar day of the month fall on a weekend, the report shall be due the next business day." The revised page 2 of DRD-05 is attached.

2. Section J, Attachment J-9, Performance Standards, is deleted in its entirety and replaced with the attached J-9, Performance Standards.

3. In consideration for the revision to the J-9 Performance Standards, the Government shall receive the source code and all documentation related to the JIMMS Task Order Proposal database (JTOP) application upon completion of the contract. This application includes the functionality to develop proposals by selecting a contract labor category as well as the ability to manage the contract baseline by task order/sub-task and WBS element.

   The following clause is added to the contract to implement this agreement. The change page is attached

"H.14 JIMMS TASK ORDER PROPOSAL DATABASE (JTOP)

The Contractor shall provide the JIMMS Task Order Proposal database (JTOP) to the Government at no direct cost. JTOP shall be delivered to the Government at contract completion with unlimited rights as defined in the Rights and Data General Clause, 52.227-14 as modified at 1852.227-14.

(End of clause)"

4. All other terms and conditions of the contract remain the same

Leases	Reported to NASA using a proration over the life of the lease.
Travel	Reported to NASA as costs are incurred.
Subcontracts	Actual and estimated costs reported by prime contractors shall include subcontractors' incurred costs for the same accounting period. Where subcontract costs are material, they should be separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific sub-divisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Firm Fixed Price subcontracts with a contract value greater than $500,000, the prime contractor is required to document the methodology used to generate the sub-contractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).
Unfilled Orders	Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors.
Fee	Should be accrued as earned using a consistent and auditable method to determine the amount. For example: an acceptable method would be to use historical data to determine the amount to accrue each month. Fee should be reported on the NF533 following the "Total Cost" line. Award fee must be reported by the following categories: Base Fee, Fee Earned, Interim Fee, Provisional Fee, Potential Additional Fee, and Total Fee. If any of the above fee categories do not pertain, they should not be included in the NF533.
Prompt Payment Discounts	Cumulative cost reported to NASA should be the full incurred cost. The prompt payment discount amount taken should be reported as a separate line item on the NF533 below the cumulative cost amounts for the contract.

The NF533 reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.

Frequency:

The due dates for the NF533M report is outlined in Chapter 3 of NPR 9501.2D. The following is a summary of the NF533 due date requirements.

NF533 Report	Due Date
NF533M	Due not later than the 12th calendar day of the month. Should the 12th calendar day of the month fall on a weekend, the report shall be due the next business day.

The due dates reflect the date the NF533 reports are received by personnel on the distribution list, not the date the reports are generated or mailed by the contractor. It is critical that the NF533 reports are submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system.

The Contractor agrees to submit a nondisclosure statement per company policy and procedures for all personnel upon employment on the JIMMS contract.

(End of clause)

H.12 PHASE IN

The Contractor shall perform phase-in activities in accordance with Attachment J-17 JIMMS Phase-In Plan, at no cost to the Government. Costs incurred for phase-in activities shall be unallowable under this and any other Government contract.

(End of clause)

H.13 INFORMATION MANAGEMENT TOOL

The Offeror shall provide the information management tool ***Program Information Management System (PIMS)*** to the Government at no direct licensing cost. PIMS shall be delivered to the Government with limited rights in accordance with Alternate III of the 52.227-14, Rights in Data General clause.

(End of clause)

H.14 JIMMS TASK ORDER PROPOSAL DATABASE (JTOP)

The Contractor shall provide the JIMMS Task Order Proposal database (JTOP) to the Government at no direct cost. JTOP shall be delivered to the Government at contract completion with unlimited rights as defined in the Rights and Data General Clause, 52.227-14 as modified at 1852.227-14.

(End of clause)

[End of Section]

Attachment J-9.xls

OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

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

6. ISSUED BY CODE BJ2/JHJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Attn: Seth T. Courtney/BJ2
2101 NASA Road One, Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6) CODE BJ2/JHJ

Same as Block 6

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

Tessada & Associates
8001 Forbes Place, Suite 310
Springfield, VA 22151

S. Michael Smith, Program Manager 281-483-4189/244-5553 (fax)

CODE		FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA52C	10B. DATED (SEE ITEM 13) 6/30/04

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 ☐ 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)

INCREASE $2,837,001.00

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

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

Modification 11 is issued to: (1) increase funding obligations from $16,798,109.36 to $19,635,110.36, an increase of $2,837,001.00; and (2) recapitulate prior funding (see page 2)

Replacement Page B-2 is attached.

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) Jessica C. Miller, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ J. Miller (Signature of Contracting Officer)	16C. DATE SIGNED 2/18/05

1. Cumulative Funding Data:

	Previous (Mod 9)	This Mod (11)	New Totals
Cost	$15,961,715.47	$2,695,744.01	$18,657,459.48
Fee	836,393.89	141,256.99	977,650.88
Total	$16,798,109.36	$2,837,001.00	$19,635,110.36

2. Purchase Requisitions

PR Number	Value
4200093087	$500.00
4200093941	$2,037.00
4200096907	$350,000.00
4200096909	$2,000,000.00
4200096981	$100,000.00
4200097275	$30,000.00
4200097734	$150,000.00
4200098792	$4,464.00
4200100725	$200,000.00

(b) If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to estimated cost or fee.

(End of Clause)

B.4 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated cost, no fee for phase-in activities is $0.

B.5 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $18,657,459.48. This allotment covers the following estimated period of performance: July 1, 2004 – March 31, 2005.

(b) An additional amount of $977,650.88 is obligated under this contract for payment of fee.

(End of Clause)

B.6 IDIQ TASK ORDER ESTIMATING

These pre-established rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

A. Fully Burdened Labor Rates