SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE 1 OF 118 27

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
NNJ04JA65B	9-BJ2-Z75-03-180	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	11/21/2003	4200021428 (PL) and 4200055640 (Y)

7. ISSUED BY CODE

National Aeronautics and Space Administration
Lyndon B. Johnson Space Center
Attn: Gail Rollins Mail Code: BJ2
2101 NASA Parkway
Houston, Texas 77508

8. ADDRESS OFFER TO *(If other than Item 7)*

SAME AS BLOCK 7

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

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **N/A** until **3:00** local time, on **01/06/2004**.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. EMAIL ADDRESS
	Gail Rollins	**(281)**	**244**	**8439**	**gail.a.rollins@nasa.gov**

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	14
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	170
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X	F	DELIVERIES OR PERFORMANCE	4			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	9	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	6	X	M	EVALUATION FACTORS FOR AWARD	

OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAY %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION).* For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	1 and 2	11/24/2003 - 12/3/2003	3 and 4	12/16/2003 - 1/9/200
	5	1/28/2004	6	2/6/2004

15. NAME AND ADDRESS OF OFFEROR — CODE ____ FACILITY ____

GeoControl Systems, Inc.,
5330 Griggs Road #G101,
Houston, TX 77021

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

Michael Zarcaro
Business Manager

15B. TELEPHONE NO. *(Include area code)*	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER ☐ SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
(281) 333-2561			**FPR: 4/9/2004**

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
2-Year Base	**$3,327,395.00**	**Obligate $200,000.00**

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN: *(4 copies unless otherwise specified)* ITEM **G-8**

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE **LF231**

NASA JOHNSON SPACE CENTER
2101 NASA PARKWAY
LF231 /PAYABLES GROUP
HOUSTON, TX 77058-3693

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE
Rodney J. Etchberger		4-15-2004

IMPORTANT – Award will be made on this Form, or on Standard by other authorized official written notice.

SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

B1. 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 REGULATIONS (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

No FAR by-reference clauses in Section B

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section B

III. FULL TEXT CLAUSES

B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the services to be provided in accordance with the Statement of Work in Section C. This contract is for Printing and Mail Service Support Services (PAMSS) for the Johnson Space Center (JSC) Using firm fixed price, Indefinite Delivery/Indefinite Quantity (IDIQ) contracting methods. These methods provide for the acquisition of necessary labor, supplies, and other services of a recurring nature that cannot be sufficiently identified, predetermined, or qualified in advance. The contract also incorporates an award fee provision for the work to be performed.

(b) The contractor is required to furnish all the services identified in the Statement of Work. These services shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity" found in Section I. The Government's obligation for the indefinite quantity is limited to that specified in Clause B.3.

(End of clause)

B.3 IDIQ GUARANTEED MINIMUM QUANTITY OF WORK

(a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of fixed-price task orders shall be $50,000 per contract year. The maximum value that can be ordered under the IDIQ provisions of this contract is $2,000,000 per contract year. This amount includes both price and Award fee.

(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 any contract price.

(End of clause)

The following contract clause B.4 is for all IDIQ/FP task orders.

B.4 FIXED PRICE AND AWARD FEE (NFS 1852.216-85) (SEP 1993) - MODIFICATION FOR FIXED PRICE AWARD FEE CONTRACT (OCTOBER 1997)

The fixed price of contract year 1 is __ . The maximum available award fee is __ Total fixed price and maximum award fee for year 1 are

The fixed price of contract year 2 is __ The maximum available award fee is ____ Total fixed price and maximum award fee for year 2 are

(End of clause)

B.5 IDIQ TASK ORDER ESTIMATING - FFP

These pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

IDIQ FP Contract Fully Burdened Rates
(Plus Escalation of exempt Labor Categories ONLY)

b4

B. Award Fee

The maximum Award Fee of the task orders issued under this contract shall not exceed [illegible] of the negotiated composite direct labor hourly rate.

(End of clause)

[End of Section]

SECTION C

STATEMENT OF WORK

PRINTING AND MAIL SUPPORT SERVICES (PAMSS)

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PRINTING AND MAIL SUPPORT SERVICES (PAMSS)

NASA - Johnson Space Center

1.0 INTRODUCTION

This Statement of Work (SOW) describes required activities for the Printing and Mail Support Services contract. The work on this contract is performed primarily onsite at the Johnson Space Center, Building 227 with a lesser amount being performed in other buildings onsite, which include Ellington Field and Sonny Carter Training Facility. Work is also performed at off-site facilities such as the local United States Post Office.

The functions on this contract are products and services in direct support of the entire Johnson Space Center (JSC).

2.0 OVERVIEW

The products and services are broken into two primary activities; 1) Duplication and Printing, and 2) Mail and Distribution. Both activities primarily occur in Building 227. Duplication and Printing run a two-shift operation five days a week. The equipment utilized in this area is Government-furnished. Finishing capabilities are limited to tape binding, side and corner stitching, saddle stitching small documents, drilling, and tying. Specialty jobs that cannot be performed in-house are sent to the Government Printing Office (GPO).

Mail and Distribution handles all of the incoming and outgoing mail for the JSC. Mail is taken to and picked up at the local post office and brought onsite. All pieces of incoming mail are x-rayed and screened prior to delivery. Mail is sorted and delivered to the various buildings onsite. Mail, also includes classified material, and Distribution distributes documents onsite and to specific distribution lists.

3.0 SCOPE OF WORK

3.1 DUPLICATION AND PRINTING SYSTEMS

The Contractor shall operate an installation-based duplicating and printing program to support all JSC program, project and institutional requirements. The Contractor shall produce paper and electronic copies from paper and electronic printmaster originals. Work includes one/two-sided copying and duplication, online electronic publishing, high-speed reprographic production, color reproduction and bindery operations. Bindery operations include fold, laminate, tape bind, GBC (General Binding Corporation) bind, stitch bind, saddle stitch bind, drill, collate, cut, tie and pad.

The Contractor shall produce printed copies from electronic media including files from remote sources, CD's, and floppy disks. Copies shall also be produced from electronic files transmitted directly to the JSC print server that may require additional modification by the machine operator and/or a systems analyst before print. Security clearances shall be required for some work in this area.

The Contractor shall provide support to the GPO (Government Printing Office) function. Work includes writing printing specifications for local contracts and GPO orders,
sending printing orders to GPO and local term contracts, communicating with customers, GPO and local contractors.

The Contractor shall maintain a database that contains all print requests. This database must have the ability to provide various types of reports for the purpose of quality control and tracking contract requirements.

3.2 MAIL AND DISTRIBUTION SERVICES

The Contractor shall provide the JSC mail pickup, processing and delivery. The Contractor shall pick up and deliver official mail from the local post office in accordance with US Postal Service guidelines. The Contractor shall process all official incoming and outgoing Registered, Certified, Insured, Express and Priority mail in compliance with US Postal Service domestic mail regulations, international mail regulations and NASA Headquarters and JSC mail handling procedures. This includes preparing postal logs and applicable postal forms required for each specific type of mailing. The Contractor shall advise and assist customers as required, wrap official packages and prepare for mailing, including affixing metered postage to US Postal Service mailings. The Contractor shalprocess all incoming tray mail, sort and set aside official "fan" mail, city, state and Federal Government mail, and all other official correspondence. The Contractor shall serve as the central point for incoming and outgoing classified material and process incoming, outgoing, and JSC internal classified mail. This includes assigning control numbers, maintaining an accurate control log, preparing appropriate forms, producing reports regarding the meters, tracking the amount of mail coming in/out, preparing classified documents for mailing or delivering same. The Contractor shall handle classified documents in accordance with JSCM 1600D "JSC Security Manual", at all times and establish and maintain a database for proper and efficient control of classified documents. Security clearances shall be required for some work in this area. In response to any emergency directive, the Contractor shall provide all required support. The Contractor shall provide distribution of printed documents and information from other NASA organizations. The Contractor shall provide a courier service between various buildings onsite and off.

4.0 CONTRACT MANAGEMENT AND ADMINISTRATION

The contractor shall perform all the management functions, including technical and business management, necessary to plan, implement, track, report and deliver the required services described in the Statement of Work (SOW). The Contractor shall manage the PAMSS systems under this contract in accordance with the NASA approved Management Plan (DRD-01). In addition, to effectively manage the work the contractor shall:

a. Provide status reports in accordance with the Contractor Status Report (DRD-05 Contractor Status Report).

b. Provide Information Technology Security Plans as defined in DRD 12 (Information Technology Security Plan Submittal).

c. Provide wage and salary data per DRD-07 (Wage/Salary and Fringe Benefit Data).

For all documents referenced in the PAMSS contract, the contractor shall adhere to the most current versions unless otherwise specified.

5.0 SAFETY, HEALTH AND ENVIROMENTAL HEALTH COMPLIANCE

The Contractor shall ensure the protection of personnel, property, equipment, and the environment in all Contractor products generated and activities undertaken for institutional and space flight program objectives.

The Contractor shall comply with a NASA-approved safety health and environmental compliance plan as specified in DRD-04 (Safety, Health and Environmental Compliance Plan). The Contractor shall develop and implement risk management techniques, including risk assessment, to be applied to hazards identified from analyses of activities and products (DRD-01 Management Plan). The purpose of these risk management techniques is to eliminate or control hazards as specified in NASA hazard reduction policies and requirements. The Contractor shall develop and maintain a lessons-learned database per DRD-13 (Safety, Reliability and Quality Assurance [SR&QA] Lessons Learned). Monthly safety and health metrics shall be provided per DRD-9 (Safety and Health Metrics). The Contractor shall also provide a hurricane/severe weather plan as specified in DRD-11 (Hurricane/Severe Weather/Emergency Plan) and conduct safety and health self-evaluation per DRD-10(Safety and Health Program Self Evaluation). The Contractor shall establish and maintain a Quality Management System (QMS) that complies with ANSI/ISO/ASQC Q9001-2000. Alternately, the Contractor's QMS need not be certified if the Contractor proposes to follow the JSC quality system in its entirety.

The Contractor shall perform safety walk-throughs, report safety issues, and address and resolve close calls, under floor alarms, and facility outages.

6.0 QUALITY

The contractor shall comply with its documented Quality Processes (DRD-06, Quality Processes - Procedures). JSC will review these documents to ensure they do not conflict with the JSC quality management system. The contractor shall submit and comply with the Government approved Quality Plan as required in DRD-03(Quality Plan).

7.0 RECORDS MANAGEMENT

NASA-owned Contractor-held records, regardless of physical format and as identified in task orders, shall be managed by the Contractor in accordance with Title 36 of the Code of Federal Regulations, Chapter XIIB, Records Management and NASA Policy Directive (NPD) 1440.6, NASA Records Management Program. The Contractor shall maintain records appropriately and administer the disposition of records and non-records in accordance with NPG 1441.1, NASA Records Retention Schedules, which has been approved by the CO and the National Archives and Records Administration.

8.0 WORK AUTHORIZATIONS

The CO authorizes work via Task Orders. In addition to requirements identified in the SOW, Task Orders will specify requirements, indicate schedules and identify required quality levels.

9.0 PROPERTY MANAGEMENT

The contractor shall provide a Physical Inventory Plan (DRD-14) to describe the method of administering Government property. The contractor shall conduct inventories for the government property identified in Attachments J-4. The contractor shall serve as property custodian for the Installation Accountable Government Property identified in Attachment J-4.

10.0 PAMSS METRICS

The Contractor shall calculate and report, metrics in accordance with DRD-02 (Metrics Reports). Prior to the beginning of the Government Fiscal Year (FY), the Contractor shall recommend for CO approval any changes to metrics to be tracked and reported during the upcoming FY. The government will evaluate the Contractor's performance in accordance with the following table: (See Page C-7)

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Standard	Performance Measurement	Estimated Amount	Method of Surveillance
SOW 3.1 Duplicating and Printing	Fill requests of 50,000 impressions or less within 3 working days; 50,000 to 200,000 impressions within 7 working days; and program and management-critical priority requests in less than 24 hours unless otherwise specified on work order. Quality standard is GPO Level III. No more than 5% rejected by customer.	Impressions per year	40,000,000	Random Sampling/ Customer Feedback surveys
SOW 3.2 Mail and Distribution	Accurate (.05% error per performance. period max.) processing of mail and dist. Mail delivery within 24 hours of receipt. Outgoing mail prepared in accordance with US Postal Service Domestic Mail Regulations and NASA and JSC Mail Handling Procedures, and processed within 24 hours for receipt. Local post office storage limits for NASA mail shall not be exceeded.	Total pieces per year	6,000,000	Random Sampling/ Customer Feedback surveys

*Customer Satisfaction scores are as listed in DRD-02 (Metrics Report).

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

No FAR by-reference clauses in Section D

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section D

(End Of Clause)

D.2 PACKAGING, HANDLING, AND TRANSPORTATION (NASA 1852.211-70) (JUNE 2000)

(a) For all items designated as Class I, II, or III, the Contractor shall comply with NPG 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components," dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section E

(End of clause)

E.2 INSPECTION AND ACCEPTANCE (JSC 52.246-90) (JUN 1991)

Final inspection and acceptance shall be accomplished by the Contracting Officer or his/her duly authorized representative at NASA Lyndon B. Johnson Space Center.

(End of clause)

E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (JSC 52.246-93) (JUL 1996)

A Quality Assurance Surveillance Plan (QASP) will be developed and implemented by the Contracting Officer's Technical Representative (COTR) as a part of the contract administration and monitoring activities conducted to assure that the Government receives products and services that conform to contract requirements. The nature and extent of quality assurance surveillance contemplated in this plan will be based, in part, on the specific content of the contractor's quality Plan.

(End of clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section F

(End of clause)

F.2 COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before April 4, 2006.

(End of clause)

F.3 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the Statement of Work (SOW).

(2) The Contractor shall have up to 14 calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that

during phase-in the predecessor contractor(s) will be performing the work, described in the SOW.

(3) On the effective date of the contract, the Contractor shall assume full responsibility for the effort covered by the SOW.

(4) During phase-in, the Contractor shall:

(i) participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and

(ii) perform all activities described in the Contractor's phase-in plan submitted with its proposal, and all activities necessary, to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full contract performance. As a minimum, phase-in must include the following: all Government Furnished Property must be inventoried; qualified staff must be available and ready to assume performance (and must have obtained security clearances (if required) and been badged by JSC, etc.).

(b) The total firm fixed price of phase-in is **$12,720.00**.

(c) Contractor Phase-Out

(1) Prior to contract completion, a successor contractor(s) may be selected to perform the work requirements covered by the SOW. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the SOW by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the SOW during phase-out activities.

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 30 calendar days prior to the contract completion date, including:

(i) support periodic meetings with the successor contractor(s) to identify and discuss problems or areas requiring attention during the phase-out period; and

(ii) negotiate in good faith a plan with the successor contractor(s) to determine the nature and extent of phase-in and phase-out activities required. The plan shall include effective transfer of all effort to the successor contractor(s); training of personnel; and any other agreements or steps necessary to ensure a smooth transition between the contracts. The plan shall be subject to the Contracting Officer's approval.

(iii) phase-out activities shall be accomplished in accordance with FAR 52.237-3, (JAN 1991), Continuity of Services.

The Contractor shall accomplish phase-in in accordance with the following:

Phase-in Start Date	Days for Phase in	PAMSS Start Date
04/19/2004	**14**	**05/03/2004**

(End of clause)

F.4 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 (May 3, 2006 – May 2, 2007) - Contract Year 3

The fixed price of contract year 3 is ____ The maximum available award fee is
Total fixed price and maximum award fee for year 3 are

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2007.**

I.4 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 **May 2, 2007**."

OPTION 2 (May 3, 2007 – May 2, 2008) – Contract Year 4

The fixed price of contract year 4 is _____ The maximum available award fee is
_ Total fixed price and maximum award fee for year 4 are

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2008**.

I.4 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 **May 2, 2008.**"

OPTION 3 (May 3, 2008 – May 2, 2009) – Contract Year 5

The fixed price of contract year 5 is The maximum available award fee is
Total fixed price and maximum award fee for year 5 are

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2009.**

I.4 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 **May 2, 2009**."

(End of clause)

F.5 PLACE OF PERFORMANCE

The primary effort required under this contract shall be performed at or near the Lyndon B. Johnson Space Center (JSC) and at other locations as covered by the Statement of Work.

(End of clause)

F.6 SHIPPING INSTRUCTIONS (JSC 52.247-94) (APR 1997)

All documentation shall be shipped to the following address:

Parcel Post Shipments and Freight Shipments

Ship to:	Julie Pate Transportation Officer, Building 419, Room 186A NASA Johnson Space Center 2101 NASA Parkway Houston, TX 77058-3696
Mark for:	Accountable Property Officer
Mark with:	Contract Number: NNJ04JA65B

For reissue to: Gail Rollins BJ2 Building 45 Annex (STI Center) Cubicle 100W

(End of clause)

[End of Section]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

No FAR by-reference clauses in Section G

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

CLAUSE NUMBER	DATE	TITLE
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-73	OCT 2003	FINANCIAL REPORTING OF NASA PROPERTY IN CUSTODY OF CONTRACTORS (Class Deviation paragraph c) (In paragraph (b), the NASA office for receipt NF1018 are: JB3/PROPERTY AND EQUIPMENT BRANCH AND LF631/PROPERTY ACOUNTING Date due: Oct 15

(End of clause)

III. FULL TEXT CLAUSES

G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

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

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total fixed Price(if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

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

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

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

(End of clause)

G.3 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUN 1998) (JSC Version APR 2003)

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

Property Custodian Responsibilities: Reference NPG 4200.2

Chapter 2: Responsibilities

Section 2.3. Property Custodians

Section 2.4 Full Time Property Custodians

Paragraphs 2.4.1 and 2.4.2

Chapter 4: Operational Procedures

Section 4.2 Identification of Equipment

Paragraphs 4.2.8, 4.2.9, 4.2.10,

Section 4.3. Standard NEMS Reports for Property Custodians.

Paragraphs 4.3.1 through 4.3.4.5

Section 4.4. Inventory Procedures.

Paragraphs 4.4.1 through 4.4.5

Chapter 5. (Entire Content)

User Responsibilities: Reference Document (NPG 4200.2)

Chapter 2.

2.7. Responsibility of the Individual. The contractor shall ensure that each of its employees are responsible for Government property as follows: An employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes. Additional responsibilities include the following:

2.7.1. Reporting any missing or un-tagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the property custodian immediately.

2.7.2. Notifying the property custodian, supervisor, and the Center security officer immediately if theft of Government property is suspected.

2.7.3. Ensuring that equipment is used only in pursuit of approved NASA programs and projects.

2.7.4. Notifying the property custodian of equipment not actively being used for determination of proper disposition.

2.7.5. Ensuring that equipment is returned through the property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.

2.7.6. Assigned users retain all responsibilities including notifying property custodians of all activity associated with the user's assigned equipment.

2.8. The contractor must ensure that all on-site contractor employees notify the contracting officer, property custodian, and SEMO upon termination of employment.

Chapter 4.

4.2.11. The user will assist the custodian in completing NF 1618 and sign in the designated block.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. Center Administrative requirements are spelled out in JPG 5151.2, JSC Support Contractor Procedures & Guidelines. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a)
and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.4 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)

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(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

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

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

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

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractor's procedures must document the process for developing these estimates based on

planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

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Deleted: (c) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by NASA. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right. ¶

(End of clause)

G.5 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-4 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Johnson Space Center and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997) (APR 2003)

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

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
(b) ODIN seats will be provided for onsite PAMSS contractors
(c) General - and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Section J, Attachment J-4 Installation Accountable Government Property. The Government retains accountability for this

property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Publications and blank forms stocked by the installation.

(d) Safety and fire protection for Contractor personnel and facilities.

(e) Installation service facilities:

1. Audiovisual: Presentation services, sound services, Release Print Film Library, Film Repository, and loan of audiovisual equipment.

2. Automatic Data Processing (ADP) Services (onsite only): Generally, this includes access to large general-purpose computer systems, workstations, and the accessing media; i.e., terminals, printers, data communications, and consultation and training in the use of said systems. Unless otherwise specified in the contract, this does not include providing computer systems or ADP services for the Contractor business management, accounting, and administrative functions.

3. Transportation: Shuttle bus service for Contractor employees within the parameters provided for Government employees.

4. Disposal Services: Disposal services for excess onsite and offsite Contractor-held/Government-owned property.

5. Fabrication Services: Fabrication services such as machining, sheet metal and welding, electronics, metal finishing, model and plastics, and precision cleaning.

6. Photography, Processing, and Closed-Circuit Television: For technical and scientific photography, photographic processing, photographic sciences, and closed-circuit television.

7. Pickup and Delivery of Official Mail: Within the Center and to and from the Albert Thomas Post Office, provided the mail is properly sealed and stamped. Such mail will be picked up or dropped from only one point as designated by JSC or, if preferred, JSC will provide a box in the central mailroom for the Contractor to pick up and deposit its mail.

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

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

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

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

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

(End of clause)

G.7 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC 52.204-91) (MAR 2002)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until a completed RFR has been approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office.

(c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

(End of clause)

G.8 SUBMISSION OF INVOICES (JSC 52.232-90) (OCT 1993)

Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract and order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Invoices shall be submitted to:

NASA Johnson Space Center
Attn: BJ2/Gail Rollins
2101 NASA Parkway
Houston, Texas 77058-3696

In the event that amounts are withheld from payment in accordance with the New Technology Clause or other provisions of this contract, a separate invoice for the amount withheld will be required before payment for the amount may be made.

(End of clause)

G.9 UNDERSTANDING WITH RESPECT TO COST VARIATIONS (JSC 52.232.93) (MAR 1989)

The estimated cost of this contract is based on cost estimates for a number of cost elements (e.g., direct labor, overhead, materials, travel). One or more of these estimates was made by the Government and provided to the contractor in the solicitation leading to this contract. The parties recognize that the contractor's obligation to perform tasks within the scope of the Statement of Work could result in actual contractor expenditures which are greater or less than the Government's estimates provided to the contractor for the related cost element. Should such be the case, the parties agree that there will be no adjustment to the fee provided for in this contract, nor to any other terms and conditions hereof, except the contract estimated cost, should that become necessary. Any such adjustment in estimated cost will be subject to the terms of the "Limitation of Cost" or " Limitation of Funds" clause hereof, whichever is applicable.

(End of clause)

G.10 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (MAR 2002)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee badges will be issued only between the hours of 7:30 a.m. to 4 p.m., Monday through Thursday, and 7:30 am to 12:00 pm on Friday. JSC visitor badges will be issued between the hours of 6 a.m. to 10 p.m., 7 days a week. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day a week, 24-hour a day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

G.11 REPAIR OF GOVERNMENT PROPERTY (JSC 52.245-91) (JUN 1986)

When removal of Government-owned property from its place of use for repair is necessary, the Contractor must prepare a JSC Form 1318 prior to removing the equipment. The form and instructions regarding its use are available from the Equipment Management Section, Building 419. The repaired Government property is to be returned to the location from which it was removed unless otherwise directed by the Government.

(End of clause)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 <u>LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)</u> (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $200,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

b4

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the

Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **June 1, 2004**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.4 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.

H.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant

to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H.7 PROVIDING FACILITY ITEMS (JSC 52.245-97) (FEB 2004)

The purpose of this clause is to set forth the parties' intent regarding their respective responsibilities for providing facility items under this contract. The parties accordingly agree as follows:

(a) "Provide," as used in this clause, has the same meaning as set forth in NASA FAR Supplement 1845.301. "Facilities," as used in this clause, has the same meaning as set forth in FAR 45.301.

(b) The Government shall provide to the contractor the facilities identified in Clause G.9 for use in performance of this contract.

(c) The contractor shall replace any of the existing facilities identified in (b) above that reach the end of their useful life during the contract period or which are beyond economical maintenance or repair, if the facilities are still needed for contract performance. Such replacements shall be made with contractor-owned facilities and shall not be a direct charge to the contractor.

(d) The contractor shall not acquire facility items for the Government, unless specifically authorized by the contract or consent has been obtained in writing from the contracting officer pursuant to FAR 45.302-1(a). The contractor agrees to provide all facilities necessary for performance of this contract except as provided in (b) above.

(End of Clause)

H.8 <u>NON-DISCLOSURE AGREEMENT</u>

It is anticipated that the Contractor will have access to, be furnished, or use the following types of recorded information:

1. Information of third parties with limited rights or restricted rights notices submitted to NASA or directly to the Contractor.

2. Information of third parties, which NASA has agreed to handle under protective arrangement.

Information of which NASA intends to control the use and dissemination.

Information governed by the Privacy Act of 1974, 5 U.S.C. 552a.

In order to provide appropriate management for protecting such information, the Contractor agrees with respect to such information to (1) use and disclose such information only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the information to those "need to know" employees, and (2) to establish the necessary procedures to preclude disclosure of such information outside the Contractor employees assigned work area, except in accordance with the written instructions of the Contracting Officer.

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

(End of clause)

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
52.208-9	FEB 2002	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
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
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.219-3	JAN 1999	NOTICE OF TOTAL HUBZONE SET-A-SIDE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PERFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
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	SEP 2002	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 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 SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-42	MAY 1989	STATEMENT OF EQUALIVENT RATES FOR FEDERAL HIRES
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION
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	JUN 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
52.227-18	JUN 1987	RIGHTS IN DATA – EXISTING DATA
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.229-1	APR 1984	STATE AND LOCAL TAXES
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-16	APR 2003	PROGRESS PAYMENTS (ALT 1) (MAR 2003)
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS

52.232-25	FEB 2002	PROMPT PAYMENT (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 (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
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED PRICE (ALTERNATE II) (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	JUN 2003	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(ALTERNATE I)(APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.247-63	JAN 1997	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
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
1852.219-74	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
1852.243-71	MAR 1997	SHARED SAVINGS

III. FULL TEXT CLAUSES

I.2 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 May 3, 2004 through May 2, 2006.

(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.3 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 $2,000,000 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.4 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 April 4, 2006.

(End of clause)

I.5 NOTICE OF TOTAL HUBZONE SET-ASIDE (FAR 52.219-3) (JAN 1999)

(a) *Definition.* "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
(b) *General.* (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.
(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.
(c) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.
(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.6 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 Attachment J-6

(End of clause)

I.7 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.8 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) (AS MODIFIED BY NFS 1852-227-14 (OCT 1995)

(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)

I.9 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) (SEPT 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 confidential. See Federal Acquisition Regulation clause **52.204-2** in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-5.

(End of clause)

I.10 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 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Randy K. Gish
Phone: 281-483-0490, Fax: 281-483-2200
Email: randy.k.gish@nasa.gov
DA8/James M. Heflin, Jr.
Phone: 281-483-5428
Email: james.m.heflin@nasa.gov
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

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)
[End of Section]

PRINTING AND MAIL SUPPORT SERVICES

SECTION J

LIST OF ATTACHMENTS

J-1 Award Fee Evaluation Plan
J-2 JSC Data Requirements List (DRL)
J-3 JSC Data Requirements Descriptions (DRD)
J-4 Installation Accountable Government Property
J-5 Security Classification Forms
J-6 U.S. Department of Labor Wage Determination
J-7 PAMSS Acronyms and Organizations
J-8 Safety, Health and Compliance Plan
J-9 Approved IT Security Plan

SECTION J

ATTACHMENT J-1

AWARD FEE EVALUATION PLAN

AWARD FEE EVALUATION PLAN

AWARD FEE EVALUATION PLAN

I. INTRODUCTION

In accordance with the provisions of the Federal Acquisition Regulation (FAR), and the NASA FAR Supplement and JSC policies, an Award Fee Evaluation Plan is established for evaluation of contractor performance and determination of Award Fees to be earned and payable under this contract. The Award Fee evaluation process is composed of Objective and Subjective assessments by the Government.

The contractor's performance will be evaluated by the Government, in accordance with the procedures set forth below, at the expiration of each period specified in Appendix III; Award Fee Schedule. The evaluations to be performed by the Government will be based on the Government's assessment of the contractor's accomplishment of the various areas of work covered by the Statement of Work and authorized Task Orders, in accordance with the factors, weightings, procedures, and other provisions set forth below.

Award Fee Provisions

Award Fee provisions have been established to motivate the contractor to strive for excellence in technical, managerial, and safety performance. For each period, the contractor can earn Award Fee from a minimum of zero dollars to the maximum available Award Fee shown in Appendix III. Changes to these Award Fee provisions will be via a bilateral modification, except for any objective performance metrics, evaluation criteria and weightings that are established unilaterally by the Government. The contractor will be informed of any changes to the evaluation criteria or the weightings prior to the affected Award Fee period.

Each Award Fee evaluation rating is considered to be discrete and final. Unearned Award Fee in a given period is lost and cannot be reassessed or moved into subsequent fee evaluation periods for consideration. An overall performance evaluation and Award Fee determination of zero may be made for any evaluation period when there is a major breach of safety or security as defined in NFS 1852.223-75, Major Breach of Safety or Security.

General Provisions: Evaluations will be based upon the contractor's safety, technical, and management performance measured as specified in the published plan for each performance period.

Evaluations will also be based upon subjective assessments of the contractor's performance against, customer satisfaction, and specific Areas of Emphasis (AOE) published for each performance period.

In order to earn any Award Fee, the contractor must receive a total numerical rating higher than 60. Appendix I, Numerical Ranges and Adjective Definitions, provides the performance level definition adjective ratings and corresponding numerical scores that will be used in evaluating performance. The numerical grade ranges corresponding to the adjective ratings and their conversion to percent of available Award Fee earned is set forth in Appendix II.

II. ORGANIZATIONAL STRUCTURE

Performance Evaluation Team (PET)

The PET will be composed of selected NASA technical and administrative personnel and headed by the Contracting Officer's Technical Representative (COTR). The COTR will be the focal point for the accumulation and development of Award Fee evaluation reports, and reviews, as well as discussions with contractor management on Award Fee matters. The PET will evaluate the contractor's performance as related to the factors listed in paragraph III below.

The PET will prepare a 6-month evaluation report for review by the PEB for each evaluation period. This report will include a recommendation to the PEB as to the adjective rating and numerical score to be assigned for the contractor's performance for the period evaluated.

Performance Evaluation Board (PEB)

The PEB will be appointed by the Fee Determination Official (FDO). A PEB, comprised of selected technical and administrative personnel of NASA, will assess the contractor's performance after each evaluation period to determine whether, and to what extent, the contractor's performance during the evaluation period is deserving of the payment of Award Fee. The Board, at the end of each evaluation period, will approve, amend or reject the PET report. The PET will prepare a summary of the evaluations for review by the FDO. This summary will include the PEB's recommendation to the FDO as to the adjective rating and numerical score to be assigned for the contractor's performance in the preceding evaluation period.

Fee Determination Official (FDO)

The FDO, a senior NASA official, after considering available pertinent information and recommendations, will make a performance determination for each period in accordance with the provisions of this Award Fee Plan and the NFS clause entitled, AWARD FEE FOR SERVICE CONTRACTS."

III. EVALUATION PROCEDURES

Award Fee Periods

Each Award Fee period shall be 6 months in length unless otherwise indicated Appendix III. A Surveillance status meeting will be held monthly with Contractor management personnel to discuss contractor performance. The COTR or the Contracting Officer may communicate contractor performance levels at other times during the evaluation period, as well. The purpose of these communications is to discuss any specific areas where the contractor has excelled and areas where future improvement is necessary.

No later than 30 days prior to the start of each Award Fee evaluation period, the contractor may submit to the Contracting Officer recommended objective performance metrics, weightings, and Areas of Emphasis (AOEs) for consideration by the Government to be used for the ensuing evaluation period.

Objective performance metrics and AOEs may be established for each evaluation period by the Government and communicated to the contractor at least 15 calendar days prior to the start of each evaluation period. The Government may unilaterally change the weightings of the criteria from period to period.

Contractor Self Evaluation and Submissions

The contractor shall furnish a self-evaluation for each evaluation period. The Contracting Officer must receive the self-evaluation no later than 30 days prior to the end of the period.

The contractor will be furnished a copy of the PEB's findings, conclusions, and fee recommendation after the FDO determination is made. The contractor will be afforded the opportunity to submit for consideration of the FDO: (a) proposed evaluations or conclusions, or (b) exceptions to the evaluations, conclusions, or fee recommendations of the PEB, and (c) supporting reasons for such exceptions or proposed evaluations or conclusions. The contractor's submissions must be made in writing and must be submitted through the Contracting Officer to the FDO within 5 working days from the date of the contractor's receipt of the PEB findings and fee recommendations.

In the event the FDO has not received a submission from the contractor, the performance determination will not be considered final until expiration of the 5-working day period prescribed above for contractor submissions unless the contractor has affirmatively indicated, in writing, that no contractor submission will be made.

The contractor shall submit to the Contracting Officer a Corrective Action Plan (CAP) for any weaknesses as identified by the Government as part of the evaluation. The CAP shall be submitted within 30 working days after the final performance determination for each evaluation period. Corrective Actions will be closed by concurrence from the Contracting Officer and the COTR.

IV. EVALUATION CRITERIA AND WEIGHTINGS

CONTRACT EVALUATION CRITERIA	
	Weightings
I. TECHNICAL	**80%**
a. Technical • Quality • Timeliness • Customer Satisfaction	
b. Management	**10%**
c. Safety	**10%**

APPENDICES:

Appendix I, Numerical Ranges and Adjective Definitions, sets forth the adjective ratings, definitions, and associated numerical ranges to be used to define the various levels of performance under the contract.

Appendix II, Score Conversion Chart

Appendix III, Award Fee Schedule

Appendix I

Numerical Ranges and Adjective Definitions

ADJECTIVE RATING	RANGE OF WEIGHTINGS	DESCRIPTION
Excellent	100 - 91	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	90 - 81	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good	80 - 71	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	70 - 61	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/Unsatisfactory	60 - 0	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas, which adversely affect overall performance.

Appendix II

SCORE CONVERSION CHART

AWARD FEE SCORE	ADJECTIVE RATING	PERCENTAGE OF AVAILABLE FEE	PERCENTAGE OF ACTUAL AWARD FEE EARNED PAYABLE AS CASH BONUSES TO EMPLOYEES
100		100%	25.00%
99		99.0	24.75
98		98.0	24.50
97		97.0	24.25
96	EXCELLENT	96.0	24.00
95		95.0	23.75
94		94.0	23.50
93		93.0	23.25
92		92.0	23.00
91		91.0	22.75
90		90.0	22.50
89		89.0	22.25
88		88.0	22.00
87		87.0	21.75
86		86.0	21.50
85	VERY GOOD	85.0	21.25
84		84.0	21.00
83		83.0	20.75
82		82.0	20.50
81		81.0	20.25
80		80.0	0.00
79		79.0	0.00
78		78.0	0.00
77		77.0	0.00
76		76.0	0.00
75	GOOD	75.0	0.00
74		74.0	0.00
73		73.0	0.00
72		72.0	0.00
71		71.0	0.00
70		70.0	0.00
69		69.0	0.00
68		68.0	0.00
67		67.0	0.00
66		66.0	0.00
65	SATISFACTORY	65.0	0.00
64		64.0	0.00
63		63.0	0.00
62		62.0	0.00
61		61.0	0.00
60 and below		0.0	0.00

APPENDIX III

AWARD FEE AVAILABLE EVALUATION PERIODS

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5				
6				
7				
8				
9				
10				

SECTION J

ATTACHMENT J-2

JSC DATA REQUIREMENTS LIST (DRL)

a. Title of Contract, Project, SOW, etc.	b. Contract/RFP No.	c. DRL Date/Mod Date
Printing and Mail Support Services (PAMSS)	NNJ04JA65C	10/28/03

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type	b. number
PAMSS-01	**Management Plan**	See DRD		See DRD	As per DRD and CO Letter	

7. Data type: [x] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
Per DRD and CO Letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type	b. number
PAMSS-02	**Metric Reports**	See DRD	15/30	See DRD	As per DRD and CO Letter	

7. Data type: [x] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
Per DRD and CO Letter

9. Remarks

1. Line item no	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type	b. number
PAMSS-03	**Physical Inventory Plan**	See DRD		See DRD	As per DRD and CO Letter	

7. Data type: [ ] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

DRD

8. Distribution *(Continue on a blank sheet if needed)*
Per DRD and CO Letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type	b. number
PAMSS-04	**Safety, Health and Compliance Plan**	See DRD		With proposal submission	As per DRD and CO Letter	

7. Data type: [x] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
Per Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-05	**Contractor Status Reports**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: ☐ (1) Written approval (Plan) ☒ (2) Mandatory Submittal (Reports) ☐ (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*

As per DRD and Per Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-06	**Quality Processes (Procedures)**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: ☒ (1) Written approval ☐ (2) Mandatory Submittal ☐ (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*

As per DRD and Contracting Officer's letter.

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-07	**Wage/Salary and Fringe Benefit Data**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: ☐ (1) Written approval ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*

As per DRD and Contracting Officer's letter.

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-08	**Reports, On-Site contractor (Headcount)**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: ☐ (1) Written approval ☒ (2) Mandatory Submittal ☐ (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*

As per DRD and Contracting Officer's letter.

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-09	**Monthly Safety and Health Metrics**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [x] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-10	**Safety and Health Program Self Evaluation**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [ ] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-011	**Hurricane/Severe Weather/Emergency Plan**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [X] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-12	**I/T Security Plan Submittal**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [ ] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

See DRD

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-13	**Safety, Reliability Lessons Learned**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [x] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-14	**Information Technology (IT) Capital Planning and Investment Control (CPIC)**	See DRD	05/01/04	See DRD	Per DRD and CO Letter

7. Data type: [ ] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number

7. Data type: [ ] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number

7. Data type: [ ] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

See DRD

8. Distribution *(Continue on a blank sheet if needed)*

9. Remarks

ATTACHMENT J-3

JSC Data Requirements Documents (DRD)

[NEXT PAGE IS J-3-2]

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-01 Management Plan	10/28/03	01	NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category : *(check)*
To describe the contractor's integrated management approach, organization, and systems.	☐ Technical ☒ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*
   a. Data Type - Type 1 – Written Approval

   b. Scope - The Contractor shall provide a plan to coordinate and execute all technical and administrative tasks for all PAMSS management activities required to satisfy the requirements of this contract.

   c. Content - The Management Plan shall address coordination and execution of all contract technical and administrative tasks, contract administration, logistics, documentation management, risk management, hardware maintenance agreement and software license renewal, and acquisition management. The Management Plan shall be updated to reflect significant changes that occur after its initial publication. The Management Plan shall be an umbrella document, which encompasses and integrates all PAMSS management activities. As a minimum, the Management Plan shall cover:

      i. Definition of the Contractor's organization (prime and subcontractors), including organization charts, with emphasis on roles and responsibilities of organizational elements.
      ii. Levels of approvals.
      iii. Functional relationships between internal organizational elements that differ from the flow -of-line authority.

   d. Format - Contractor's electronic format is acceptable.

   e. Submission:
      i. Initial – Due May 14
      ii. Final – Due **30** days after contract start
      iii. Approval – **45** days after contract start
      iv. Frequency – As required

   f. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter
      i. Initial – As specified in the Proposal Instructions
      ii. Final – COTR, 1 Electronic Posting as per CO direction, Contract Specialist
      iii. Update – Contracting Officer, COTR, 1 Electronic Posting as per CO direction

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD Title **PAMSS-02 Metrics Reports**	2. Date of current version 10/28/03	3. DRL Line Item No. 02	RFP/Contract No. (Procurement completes) NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)* Data used to monitor contractor performance and customer satisfaction.	5. DRD Category: *(check one)* ☒ Technical ☐ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type - Type 2 – Mandatory Submittal
b. Scope - The Contractor shall calculate and report metrics for System Availability and Customer Satisfaction
c. Content – Metrics shall be calculated and reported for the following:

Customer Satisfaction metrics shall be based on monthly customer surveys. The Contractor shall distribute the and collect the surveys. The government will provide customer service forms to the PAMSS contractor. The contractor shall provide justification for any customer input below good. The rating system shall be as follows:

5 = excellent 4 = very good 3 = good 2 = poor 1 = unsatisfactory

d. Format - Contractor's electronic format is acceptable.
e. Submission:
   i. Initial – 60 Days after contract start
   ii. Final – Upon contract completion
   iii. Approval -N/A
   iv. Frequency - Monthly/inputs due by the 15th of each month with Reports due on the 30th of each month. (February 28)

f. Distribution: Contracting Officer, COTR, 1 Electronic Posting as per CO direction and other copies as per CO Letter

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS- 03 Physical Inventory Plan	9/16/03	03	NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
The contractor shall conduct periodic physical inventories to verify the existance of hardware and software components	☐ Technical ☒ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type – Type 2 - Mandatory Submittal

b. Scope - The Plan shall describe the manner in which the Contractor shall conduct physical inventories of server systems, software and their components.

c. Content - The contractor shall conduct a physical inventory of all systems, software, and system components. The contractor shall use the lists depicted in sections **J-4** as the starting point for the physical inventory. The contractor shall coordinate with the appropriate JSC property administrator, JB3, when conducting the physical inventory. The contractor shall document the physical inventory findings using the format of its choosing, but must include the following categories: Equipment or software Name, System Name, Equipment Owner Organization (e.g., EA, IRD), Equipment Responsible Individual (i.e., the name of the individual), Manufacturer, Model, Serial #, Equipment Description, NEMS Tag #, Building #, Room#. The contractor shall provide the report on-line in a location as directed by the CO. The physical inventory shall be completed in accordance to the following schedule: First instance, 30 days after initiation of the contract, all other instances, on July 30th of every year of the contract. The report due every July 30th shall be based on physical counts completed by June 30th.

d. Format – Contractor's electronic format is acceptable.

e. Submission -
   i. Initial – 30 days after contract start
   ii. Final – Upon contract completion
   iii. Approval – N/A
   iv. Frequency – As required (see above)

f. Distribution – Contracting Officer, COTR, 1 electronic posting as per CO direction, and other copies as per CO letter

9. Maintenance – Revision shall be incorporated by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS – 04 Safety Health and Compliance Plan	10/02	4	NNJ04JA65B

4. Use (Define need for, intended use of, and/or anticipated results of data)
Establishes Safety, Health, and Environmental Compliance Plan for contractors providing support to JSC organizations

***The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: *(check one)* ☐ Technical ☐ Administrative ☒ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
NPG 8715.3 (as revised); JPG 1700.1 (as revised)	See block 8. below

8. Preparation Information (Include complete instructions for document preparation)

Data Type- 1 Written Approval

NOTE: UPON NASA APPROVAL, THE CONTRACTOR'S SAFETY, HEALTH, and ENVIRONMENTAL COMPLIANCE PLAN ("The Plan") BECOMES A CONTRACTUAL REQUIREMENT.

Frequency of submission: One time only (with the proposal).
1. Initial – Due with proposal
2. Final – Due concurrent with a contract award
3. Approval – Prior to contract start data
4. Submission Frequency – as required

Distribution.
NS/Safety and Test Operations Division (2 copies)
SD13/Occupational Health Officer (1 copy)
JA131 / Environnemental Services (1 copy)
Contracting Officer's technical Representative (1 copy)
1 Electronic copy posted as per CO direction
Additional distribution per CO letter.

Subsequent revisions to the plan. The contractor may revise the plan at any time or at the direction of the Government. Revisions are subject to Government review and approval. Distributions of approved revisions will be as described above.

Other deliverables. The requirements for this plan as detailed in the instructions on plan content below include instructions for specific reports and data to be submitted to the Government. These instructions are to be included in the plan and represent contractual commitments by the contractor to provide this information.

Format:

1. Cover page - to include as a minimum the signatures of Contractor's project manager and designated safety official (if different); NASA COTR; JSC Occupational Safety Branch; and the NASA Contracting Officer. Other signatures may be required at the discretion of the Government.

2. Table of Contents. See content below.

3. Body of plan - as required. Contractor's format is acceptable but should be traceable to the elements of the content below.

4. When preparing its plan, the offeror/contractor is expected to review all the items below and tailor its plan accordingly. Certain requirements set forth in this DR may be specific for contractor operations performed at JSC, Ellington Field, or Sonny Carter Training Facility in the Clear Lake, Texas, area; tailoring of the plan to the requirements of specific establishments is acceptable. The plan will clearly identify those resources to be provided by the contractor and provided by the Government. This review and supporting rationale is to be made available to the Government as part of this plan. It can be documented as a checklist or outline, inserted directly in the body of the

plan, or in any format developed by the contractor that clearly conveys the results of this review including the basis for any underlying assumptions.

5. Authority: FAR 52.223-1 through -5, -10; NFS 18-23.70, 18-52.223-70, 18-52.223-73.Content:

1. **MANAGEMENT LEADERSHIP AND EMPLOYEE PARTICIPATION.**

1.1. Policy. Provide the contractor's safety, health, and environmental compliance policy statement with the plan. Compare the contractor's policy statement with those of NASA and OSHA and discuss any differences.

1.2. Goals and Objectives.

1.2.1. Describe specific safety and health goals and objectives to be met. Discuss status of safety program using the "Performance Evaluation Profile" as safety performance criteria. Describe the contractor's approach to continuous improvement (including milestone schedule) using level 5 of the Performance Evaluation Profile as a guideline.

1.2.2. Describe Environmental Goals & Objectives to be met for the following:

a. Pollution Prevention and Source Reduction of:
   (1) Hazardous and Industrial Solid Wastes
   (2) Solid Wastes (trash, refuse)
   (3) Wastewater Discharges (sanitary sewerage)
   (4) Air Emissions
   (5) Medical & Radiological Discharges
b. Affirmative Procurement (Purchase of Environmentally Preferable Materials IAW Executive Order)
c. Hazardous Materials Handling/Purchasing/Reduction/Replacement
d. Elimination from Specifications and Standards requirements for the use of Hazardous/Toxic Substances & Materials
e. Use of an Environmental Planning Checklist to review & document Impacts of New and Modified Programs, Projects, Activities and Operations.
f. Life cycle analysis and costing
g. Incorporating Environmental Requirements in Subcontracts
h. Participation in JSC Recycling
i. Outreach programs

1.3. Management Leadership. Describe management's procedures for implementing its commitment to safety, health, and environmental compliance through visible management activities and initiatives including a commitment to exercise management prerogatives to ensure workplace safety and health. Describe processes and procedures to making this visible in all contract and subcontract activities and products. Include a statement from the project manager or designated safety official indicating that the plan will be implemented as approved and that the project manager will take personal responsibility for its implementation.

1.4. Employee Involvement. Describe procedures to promote and implement employee (e.g., non-supervisory) involvement in safety, health, and environmental compliance program development, implementation and decision-making. Describe the scope and breadth of employee participation to be achieved so that approximate safety and health risk areas of the contract are equitably represented.

1.5. Assignment of Responsibility. Describe line and staff responsibilities for safety and health program implementation. Identify any other personnel or organization that provides safety services or exercises any form of control or assurance in these areas. State the means of communication and interface concerning related issues used by line, staff, and others (such as documentation, concurrence requirements, committee structure, sharing of the work site with NASA and other contractors, or other special responsibilities and support.) As a minimum, the contractor will identify the following:

1.5.1. Safety Representative - identify by title the individual who will be trained and certified in accordance with JPG 1700.1 to be responsive to Center-wide safety, health, environmental, and fire protection concerns and goals, and who will participate in meetings and other activities related to the JSC Safety and Health program.

1.5.2. Company Physician/Occupational Injury/illness case manager - identify a point of contact who is responsible for the transfer or receipt of company medical data and who will be the primary contact for the company in the event any employee suffers a work related injury or illness (such as the company physician) by name, address, and telephone number to the JSC Clinic, mail code SD22. This will facilitate communication of medical data to contractor management. Prompt notification to the JSC Occupational Health/ Clinic shall be given of any changes that occur in the identity of the point of contact. A letter to the JSC Occupational Health Office can accomplish initial identification of point of contact and subsequent updates with a copy sent to the Contracting Officer. The initial letter is to be received by the Government prior to contract start.

1.5.3. Building Fire Wardens - provide a roster of fire wardens (their names, phone numbers and pagers, and mail codes). Contractor fire wardens are needed to facilitate the JSC fire safety program, including coordination of related issues with NASA facility managers and emergency planning and response officials and their representatives. Fire wardens will be trained in accordance with JPG 1700.1. The roster shall be maintained by letter to JSC Occupational Safety, mail code NS2, with copies to the Contracting Officer and Contracting Officer's Technical Representative. The initial letter shall be received by the Government not later than 15 days after contract start.

1.5.4. Designated Safety Official - identify by title the official(s) responsible for implementation of this plan and all formal contacts with regulatory agencies and with NASA.

1.6. Provision of Authority. Describe consistency of the plan for compliance with applicable NASA and JSC requirements and contractual direction as well as applicable Federal, state, and local regulations and how compliance will be maintained throughout the life of the contract.

1.7. Accountability. Describe procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful and environmentally compliant manner. The use of traditional and/or innovative personnel management methods (including discipline, motivational techniques, or any other technique that ensures accountability) will be referenced as a minimum and described as appropriate.

1.8. Program Evaluation. The program evaluation consists of:

1.8.1. Participation in a Performance Evaluation Profile (PEP) survey at the request of the Government. The PEP survey normally will be scheduled and administered at the discretion of the Government. If the Government chooses not to do the PEP in a given year, the contractor may at its option initiate its own PEP by contacting JSC Occupational Safety, code NS2, for assistance. The contractor will not be required to take two or more PEP surveys in any contract year.

1.8.2. [Reserved.]

1.8.3. A written self-evaluation report to be delivered by Sept 30 of each year. The self-evaluation shall follow the VPP program evaluation report format found in OSHA TED 8.1, Revised Voluntary Protection Programs (VPP) Policies and Procedures Manual, Appendix H, "Format for Program Evaluation Report", as mandated by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to OSHA in lieu of writing a new self -evaluation provided that all action plans and status are updated. The self evaluation shall as a minimum cover the elements of the approved safety and health plan.

1.8.4. Miscellaneous Reports. The contractor will acknowledge the following as standing requests of the Government and to be handled as described below.

a. Roster of Terminated Employees. Identify personnel terminated by contractor. Send to the JSC Occupational Health Officer, mail code SD13, no later than 30 days after the end of each contract year or at the end of the contract, whichever is applicable. At the contractor's discretion, the report may be submitted for personnel changes during the previous year or cumulated for all years. Information required:

(1) Date of report, contractor identity and contract number.

(2) For each person listed, provide name, social security number, and date of termination.

(3) Name, address, and telephone number of contractor representative to be contacted for questions or other information.

b. Material Safety Data. The contractor shall prepare and/or deliver Material Safety Data for hazardous materials brought onto Government property or included in products delivered to the Government. This data is required by the Occupational Safety and Health Administration (OSHA) regulation, 29 CFR 1910.1200, "Hazard Communication", EPA "Emergency Planning and Community Right-to-Know (EPCRA, ref. 40 CFR 302, 311, 312); and the Texas Department of Health (TDH, ref. Chapters 505-507 of the Health and Safety Code), and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. 1 copy of each MSDS will be sent upon receipt of the material for use on NASA property to the JSC Central Repository, Occupational Health and Test Support, Mail Code SD13, along with information on new or changed locations and/or quantities normally stored or used. If the MSDS arrives with the material and is needed for immediate use, the MSDS shall be delivered to the Central Repository by close of business of the next working day after it enters the site.

c. Hazardous Materials Inventory. The contractor shall compile an inventory report of all hazardous materials it has located on Government property not less than annually, and which is within the scope of 29 CFR 1910.1200, "Hazard Communication"; and Federal Standard 313 (or FED-STD-313), "Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities", as revised. The call for this annual inventory and instructions for delivery will be issued by the

JSC Occupational Health and Test Support Office, mail code SD13. This information shall use the format used by JSC for chemical inventory compilation to provide the following:

(1) the identity of the material;
(2) the location of the material by building and room;
(3) the quantity of each material normally kept at each location
(4) peak quantity stored
(5) actual or estimated rate of annual usage of each chemical

1.9. Government Access to Safety and Health Program Documentation. The contractor shall recognize in its plan that it will be expected to make all safety, health, and environmental documentation (including relevant personnel records) available for inspection or audit at the Government's request. Electronic access by the Government to this data is preferred as long as Privacy Act requirements are met and Government safety and health professionals and their representatives have full and unimpeded access for review and audit purposes. For contractor activities conducted on NASA property, the contractor will identify what records it will make available to the Government in accordance with the Voluntary Protection Program criteria of OSHA as implemented in JPG 1700.1, "JSC Safety and Health Handbook", as revised. For the purpose of this plan, safety, health, and environmental compliance documentation includes but is not limited to logs, records, minutes, procedures, checklists, statistics, reports, analyses, notes, or other written or electronic document which contains in whole or in part any subject matter pertinent to safety, health, environmental protection, or emergency preparedness.

1.10. The contractor may be requested to participate in the review and modification of safety requirements that are to be implemented by the Government including any referenced documents therein. This review activity will be implemented at the direction of the NASA Contracting Officer's Technical Representative in accordance with established NASA directives and procedures.

1.11. Procurement. Identify procedures used to assure that procurements are reviewed for safety, health and environmental compliance considerations and that specifications contain appropriate safety criteria and instructions. Set forth authority and responsibility to assure that safety tasks are clearly stated in subcontracts.

1.12. Certified Professional Resources. Discuss your access to certified professional resources for safety, health, and environmental protection. Discuss their roles in motivation/awareness, worksite analysis, hazard prevention and control, and training.

2. WORKSITE ANALYSIS. Hazards shall be systematically identified through a combination of surveys, analyses, and inspections of the workplace, investigations of mishaps and close calls, and the collection and trend analysis of safety and health data such as: records of occupational injuries and illnesses; findings and observations from preventive maintenance activities; reports on hazardous substance spills and inadvertent releases to the environment; facilities related incidents related to partial or full loss of systems functions; etc. Hazards identified by any of the techniques identified below shall be ranked and processed in accordance with JPG 1700.1. All hazards on NASA property, which are immediately dangerous to life or health, shall be reported immediately to the Occupational Safety Office. All safety engineering products that address operations, equipment, etc., on NASA property will be subject to JSC SR&QA review and concurrence unless otherwise waived by the JSC Occupational Safety Office.

2.1. Industrial Hygiene. Describe your industrial hygiene program and how it will be coordinated with the JSC government provided resources for industrial hygiene. In the event corporate resources are used to determine workplace exposures, copies of all monitoring data shall be provided to JSC Occupational Health within 15 days of receipt of results.

2.2. Hazard Identification. Describe the procedures and techniques to be taken to compile an inventory of hazards associated with the work to be performed on this contract. This inventory of hazards shall address the work specified in this contract as well as operations and work environments in the vicinity or in close proximity to contract operations. The results will be reported to the Government in a manner suitable for inclusion in facilities baseline documentation as a permanent record of the facility. Specific techniques to be considered include:

2.2.1. Comprehensive Survey – A "wall to wall" engineering assessment of the work site including facilities, equipment, processes, and materials (including wastes – (TNRCC/EPA solid & hazardous, radioactive, explosives, medical-infectious-biological). The comprehensive survey will establish a baseline of hazards that may put contract assets at risk as early as is feasible, preferably at contract start.

2.2.2. Change (Pre-use) Analysis – Typically addresses modifications in facilities, equipment, processes, and materials (including waste); and related procedures for operations and maintenance. Change analyses periodically will be driven by new or modified regulatory and NASA requirements.

2.2.3. Hazard Analysis – may address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs. Analyses and report formats will be in accordance with JSC 17773, "Preparing of Hazard Analyses for JSC Ground Operations."

2.3. Inspections.

2.3.1. Routine Inspections. Includes assignments, procedures, and frequency for regular inspection and evaluation of work areas for hazards and accountability for implementation of corrective measures. The contractor will describe administrative requirements and procedures for control of and regularly scheduled inspections for fire and explosion hazards. The contractor has the option, in lieu of this detail, to identify policies and procedures with the stipulation that the results (including findings) of inspections conducted on NASA property or involving Government furnished property will be documented in safety program evaluations or the monthly Accident/Incident Summary reports. Inspections will identify

a. Discrepancies between observed conditions and current requirements, and

b. New (not previously identified) or modified hazards.

2.3.2. Protective Equipment. Set forth procedures for obtaining, inspecting, and maintaining all appropriate protective equipment, as required, or reference written procedure pertaining to this subject. Set forth methods for keeping records of such inspections and maintenance programs.

2.4. Employee Reports of Hazards – identification of methods to encourage employee reports of hazardous conditions (e.g., close calls) and analyze/abate hazards. The contractor will describe steps it will take to create reprisal-free employee reporting with emphasis on management support for employees and describe methods to be used to incorporate employee insights into hazard abatement and motivation / awareness activities.

2.5. Accident and Record Analysis.

2.5.1. Mishap Investigation – identification of methods to assure the reporting and investigation of mishaps including corrective actions implemented to prevent recurrence. The contractor will describe the methods to be used to report and investigate mishaps on NASA property and on contractor or third party property. The contractor will describe its procedures for implementing use of NASA forms as specified in JPG 1700.1 and alternate forms used by contractor with emphasis on timely notification of NASA; investigation procedures; exercise of jurisdiction over a mishap investigation involving NASA and other contractor personnel; follow up of corrective actions; communication of lessons learned to NASA; and solutions to minimize duplications in reporting and documentation including use of alternate forms, etc. The contractor will discuss its procedures for immediate notification requirements for fires, hazardous materials releases, and other emergencies. The contractor will include appropriate details to address the use of NASA Form 1627, "Mishap Report" (or equivalent), including 24-hour and ten-day mishap reports to JSC Occupational Safety, mail code NS2. Note: the NASA Form 1627 is not attached since it is a three part carbonless form not conducive to reproduction. This form can be obtained from JSC's Printing Services.

2.5.2. Trend Analysis – describe approach to performing trend analysis of data (occupational injuries and illnesses; facilities, systems, and equipment performance; maintenance findings; etc.) Discuss methods to identify and abate common causes indicated by trend analysis. In support of site-wide trend analysis to be performed by the Government, the contractor will discuss method of providing data as follows:

a. Accident/Incident Summary Report. The contractor shall prepare and deliver Accident/Incident Summary Reports as specified on JSC Form 288, "Accident / Incident Statistics" (attached), as revised. All new and open mishaps, including vehicle accidents, incidents, injuries, fires, and close calls shall be described in summary form along with current status. Negative reports are also required monthly. Report frequency is monthly; Date due is the 10th day of the month following each month reported. Report to be delivered to the JSC Safety, Reliability, and Quality Assurance Office through the Occupational Safety Office, mail code NS2, by fax to 281-244-0426 or by attaching to an e-mail and transmitting to mishaps@ems.jsc.nasa.gov.

b. Log of Occupational Injuries and Illnesses. For each establishment on and off NASA property that performs work on this Contract, the Contractor shall deliver to the Government a copy of its annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. Copy of all summaries as required above under Contractor's cover letter. If contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required by JSC Form 288. Data shall be compiled and reported by calendar year and provided to the Government within 45 days after the end of the year to be reported (e.g. not later than February 15 of the year following.)

3. HAZARD PREVENTION AND CONTROL. Identified hazards must be eliminated or controlled. In the multiple employer environment of the center, it is required that hazards including discrepancies and corrective actions be collected in a center wide information system (Hazard Abatement Tracking System (HATS) for risk management purposes. Describe your approach to implementing this requirement.

3.1. Appropriate Controls. Discuss approach to consideration and selection of controls. Discuss use of hazard reduction precedence sequence (see JPG 1700.1). Discuss approach to identifying and accepting any residual

risk. Discuss implementation of controls including verifying effectiveness. Discuss scope of coverage (hazardous chemicals, equipment, discharges, waste, energies, etc.). Discuss need for coordination with safety, health, environmental services, and emergency authorities at NASA.

3.2. Hazardous Operations and Processes. Establish methods for notification of personnel when hazardous operations and processes are to be performed in their facilities or when hazardous conditions are found to exist during the course of this contract. JPG 1700.1 will serve as a guide for defining, classifying, and prioritizing hazardous operations; 29 CFR 1910.119 will be the guide for hazardous processes. Develop and maintain a list of hazardous operations and processes to be performed during the life of this contract. The list of hazardous operations and processes will be provided to JSC as part of the plan for review and approval. JSC and the Contractor will decide jointly which operations and processes are to be considered hazardous, with JSC as the final authority. Before hazardous operations or processes commence, the Contractor will develop a schedule to develop written procedures with particular emphasis on identifying the job safety steps required. NASA will have access on request to any contractor data necessary to verify implementation. For all identified operations or processes that may have safety or health implications outside contract operations, the contractor shall identify such circumstances to the JSC Occupational Safety Branch and Occupational Health and Test Support Office who will provide additional instructions for further NASA management review and approval.

3.3. Written Procedures. Identification of methods to assure that the relevant hazardous situations and proper controls are identified in documentation such as inspection procedures, test procedures, etc., and other related information. Describe methods to assure that written procedures are developed for all hazardous operations, including testing, maintenance, repairs, and handling of hazardous materials and hazardous waste. Procedures will be developed in a format suitable for use as safety documentation (such as a safety manual) and be readily available to personnel as required to correctly perform their duties.

3.4. Hazardous Operations Permits. Identify facilities, operations and/or tasks where hazardous operations permits will be required as specified in JPG 1700.1 such as confined space entry, hot work, etc.) Set forth guidance to adhere to established NASA JSC procedures. Clearly state the role of the safety group or function to control such permits.

3.5. Operations Involving Potential Asbestos Exposures. Set forth method by which compliance is assured with JSC Asbestos Control Program as established in JPG 1700.1, as revised, and JPG 8800.1, "Asbestos Control Manual," as revised.

3.6. Operations Involving Exposures to Toxic or Unhealthful materials. Such operations must be evaluated by the JSC Occupational Health Office and must be properly controlled as advised by same. JSC Occupational Health Office must be notified prior to initiation of any new or modified operation potentially hazardous to health.

3.7. Environmental Operations & Activities

3.7.1. Operations Involving Hazardous Waste. Identify procedures used to manage hazardous waste from point of generation through disposal. Clearly identify divisions of responsibility between contractor and NASA for hazardous waste generated throughout the life of the contract. Operations that occur on site at JSC, SCTF, or Ellington Field must be evaluated by the JSC Environmental Services Office and must be properly controlled as advised by same. JSC Environmental Services Office must be notified prior to initiation of any new or modified operations, equipment, systems, or activities generating new hazardous wastes or where the chemicals change or there are volume increases of 25% or more on site at JSC, SCTF, or Ellington Field.

3.7.2. Operations Involving New or Modified Emissions/Discharges to the Environment. Set forth methods for identifying new or modified emissions/discharges and coordinating results with the Environmental Services Office, mail code JA131. Set forth a plan of procedures to conduct pollution prevention, waste minimization or source reduction/elimination of environmental pollution. Address management and continuous improvement for the reduction of hazardous materials; substitution of non-hazardous or less hazardous materials for hazardous materials; proper segregation of hazardous wastes from non-hazardous wastes; and other methods described by NASA , EPA, , GSA, and Executive Order recycled content / affirmative procurement purchases . The JA131/Environmental Office is the single point of contact for coordinating all JSC environmental permits Emphasis shall be placed on providing for sufficient lead time for processing permits through the appropriate state agency and/or the Environmental Protection Agency.

3.8. Discuss your responsibilities for maintaining facilities baseline documentation in accordance with JSC requirements. The contractor will implement any facilities baseline documentation tasks (including safety engineering) as provided in the contractor's plan approved by NASA or as required by Government direction.

3.9. Preventive Maintenance. Discuss approach to preventive maintenance. Describe scope, frequency, and supporting rationale for your preventive maintenance program including facilities and /or equipment to be emphasized or de-emphasized. Discuss methods to promote awareness in the NASA community (such as alerts, safety flashes, etc.) when preventive maintenance reveals design or operational concerns in facilities and equipment (and related processes where applicable).

3.10. Medical (Occupational Healthcare) Program. Discuss your medical surveillance program and injury /illness case management to evaluate personnel and workplace conditions to identify specific health issues and prevent degradation of personnel health as a result of occupational exposures. Discuss approach to Cardiopulmonary Resuscitation (CPR), first aid, and , return to work policies and the use of government provided medical and emergency facilities for the initial treatment of occupational injuries/illnesses.

3.11. Hazard Correction and Tracking. Discuss your system for correcting and tracking safety, health, and environmental hazards with particular emphasis on integration with JSC's Hazard Abatement Process (found online at http://wwwsrqa.jsc.nasa.gov/HATS/). (The scope is restricted to establishments at JSC, Sonny Carter Training Facility, and Ellington Field.) This includes the following:

3.11.1. Personnel awareness of hazards. Discuss your approach to communicate unsafe conditions and approved countermeasures to your employees. Discuss your approach to communicating such conditions to the Government and other contractors whose personnel may be exposed to such unsafe conditions. Discuss communications with facility managers. Discuss use of the NASA Lessons Learned Information System for both obtaining lessons from other sources and as a repository for lessons learned during performance of the contract.

3.11.2. Interim and Final Abatement Plans. Describe how you will approach interim and final abatement of hazards. Describe how you will provide data to the JSC Hazard Abatement Tracking System for all hazards that are not finally abated (all interim and final abatement actions completed) within 30 days of discovery. Discuss your approach to posting such plans using JSC Form 1240, "JSC Notice of Safety or Health Hazard and Action Plan", or equivalent. Discuss compatibility of your system with JSC's the role of facility managers in abatement planning, implementation, and verification.

3.12. Disciplinary System. Describe your system for ensuring safety and health discipline in your personnel (including subcontractors). Describe your approach to modifying personnel behaviors when personnel are exhibiting discrepant safety and health performance.

3.13. Emergency Preparedness. Discuss approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental spill /releases, etc. Discuss compliance with 29 CFR 1910.120 (HAZWOPER) and role in JSC Incident Command System (see JPG 1700.1 for details). Discuss methods to be used for notification of JSC emergency forces including emergency dispatcher, safety hotline, director's safety hotline, etc. Discuss establishment of pre-planning strategies through procedures, training, drills, etc. Discuss methods to verify emergency readiness.

4. SAFETY AND HEALTH TRAINING. Describe the contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses for protective and/or emergency countermeasures, including training to meet federal, state, and local regulatory requirements. In doing so, the contractor will factor parallel requirements found in other mandates such as environmental protection [example: 29 CFR 1910.38 for emergency action plans and fire prevention plans versus EPA Resource Conservation & Recovery Act (RCRA) for Emergency Planning and Community Right-to-know (EPCRA).] Describe approach to identifying training needs including traceability to exercises such as job safety analyses, performance evaluation profiles, hazard analyses, mishap investigations, trend analyses, etc. Describe approach to training personnel in the proper use and care of protective equipment (PPE). Discuss tailoring of training towards specific audiences (management, supervisors, and employees) and topics (safety orientation for new hires, specific training for certain tasks or operations). Discuss approach to ensure that training is retained and practiced. Discuss personnel certification programs. Certifications should include documentation that training requirements and physical conditions have been satisfied (examples include physical examination, testing, and on-the-job performance). Address utilization of JSC safety and health training resources (such as asbestos worker training/certification, hazard communication, confined space entry, lockout/tagout, etc.) as appropriate with particular emphasis on programs designed for the multiple employer work environment on NASA property. All training materials and training records will be provided to NASA, and other federal, State, and local agencies for their review upon request. If the contractor wishes to train their personnel in any regulatory mandated training, an agreement will be secured with JSC Occupational Safety Branch and Occupational Health and Test Support office prior to beginning training. The agreement will ensure that safety and health training resources available from NASA are utilized where appropriate and to ensure that contractor-supplied training is in agreement with JSC safety and health processes.

1. DRD Title **PAMSS-05 Contractor Status Report**	2. Date of current version 7/1/03	3. DRL Line Item No. 05	RFP/Contract No. (Procurement completes) NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
Used to apprise the Government of significant actions, accomplishments, changes and problems associated with the delivery of products, services, and information, as specified under this contract. Also used to provide data for trend analysis and NASA management decision making.	☒ Technical ☐ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type - Type 2 – Mandatory Submittal

b. Scope - The Contractor shall prepare and submit monthly progress reports documenting the status and progress of the Statement of Work requirements. Interim informal weekly reports will also be submitted and follow the general content guidelines of the monthly report.

c. Content: The reports shall include, but are not limited to:

1) CONTRACTOR STATUS REPORT

1. A narrative description of the status of each major area of the contract following the structure of the Statement of Work, including progress toward completion

2. A descriptive summary of all current issues, proposed action for resolution, and status of implementation.

3. A status of action items.

4. A summary of activity planned, including preventive maintenance and renewal of licenses for software and maintenance agreements for hardware, for the next month

5. A summary of License Renewal and Maintenance Agreement executed during the previous month.

d. Format - Contractor's electronic format is acceptable.

e. Submission:

i.. Initial – 30 Days after Contract Start
ii. Final – Contract Completion
iii. Approval – N/A
iv. Frequency – Formal reports shall be submitted monthly. The cutoff date for inputs to monthly reports shall be the 23rd of each month with submittals on the 30th of each month (February 28th). Informal reports shall be submitted weekly every Monday.

f. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter

Contracting Officer, Contracting Officer Technical Representative and 1 Electronic Posting as per CO instructions

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-06 Quality Processes (Procedures)	9/10/03	6	NNJ04JA65B

4. Use (Define need for, intended use of, and/or anticipated results of data)
The Quality Processes are the contractor's documented quality procedures to be used on-site JSC. JSC will review these documents to ensure they do not conflict with the JSC quality management system **(QMS).**

5. DRD Category: *(check one)* ☐ Technical ☐ Administrative ☒ SR&QA

Comment [Insert1]: Page: 1

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
SOW Reference: 3.2	

8. *Preparation Information (Include complete instructions for document preparation)*

a. Data Type - Type 1 – Written Approval

b. Scope: The Quality Processes (procedures) and changes to the procedures, for quality assurance, quality engineering, and software quality assurance, to be used on-site at JSC will be provided to the government as a type 2 submittal. These procedures may be used off-site at contractor's facilities as well.

c. Contents: The content of the Quality Processes will be determined by the contractor to ensure consistent and adequate quality assurance procedures for on-site JSC.

d. Format: Contractor's electronic format is acceptable.

e. Submission:
   i. Initial – Due May 14
   ii. Final – N/A
   iii. Approval – N/A
   iv. Frequency – As required

f. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter
   i.. Initial – As specified in the Proposal Instructions
   ii. Final – Contracting Officer, COTR, 1 Electronic Posting as per CO direction
   iii.Update – Contracting Officer, COTR, 1 Electronic Posting as per CO direction

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line	RFP/Contract No. (Procurement completes)
PAMSS-07 Wage/Salary and Fringe Benefit Data	9/10/03	7	NNJ04JA65B

4. USE (Define need for, intended use of, and/or anticipated results of data)

The Wage/Salary and Fringe Benefit Data will be used by the NASA Contracting Officer and the Contract Labor Relations Office to provide the necessary data for submittal of Standard Form (SF) 98, Notice of Intention to Make a Service Contract and Response to Notice, to the Department of Labor, and to assist in the monitoring of Service Contract Act compliance.

5. DRD Category: *(check*		Technical	X	Administrative		SR&QA

Comment [Insert1]:

6. References	7. Interrelationships *(e.g., with other DRDs) (Optional)*
	FAR 52.222-41

8. Preparation Information (Include complete instructions for document preparation)

a. Data Type – Type 2 Mandatory Submittal

b. Scope –The Wage/Salary and Fringe Benefit Data must be submitted by the Contractor, and any subcontractors which are subject to the provisions of the Service Contract Act, to the Contracting Federal Agency. In accordance with FAR regulations 22.1007 and 22.1008, the Contracting Officer is required to submit a SF 98 to the Department of Labor, Wage and Hour Division.

c. Contents - The Wage/Salary and Fringe Benefit Data should contain the data included in the enclosed DRD forms, titled "Wage/Salary Rate Information", "Fringe Benefit for Service Employees", and "Fringe Benefits per Collective Bargaining Agreement". The Wage/Salary Rate Information shall contain a listing of all exempt and nonexempt labor classifications working on the contract. Separate forms should be utilized for classifications working in different geographic areas and for each subcontractor. Wage determination numbers, appropriation labor organization names, and subcontractor names, must be reflected. All nonexempt labor classifications must be matched to wage determination classes or to Collective Bargaining Agreement (CBA) classifications for represented classes. Annotate exempt or nonexempt and union or nonunion. The current hourly rates should reflect the actual lowest and highest paid employees, along with a computed average rate. State the number of employees working in each category. Separate Fringe Benefit forms should be completed for nonrepresented classifications and for each separate CBA. A separate form must be completed for the prime and each subcontractor. Three copies of each Collective Bargaining Agreement are required.

APPLICABLE DOCUMENTS: None

d. Format: The Wage/Salary and Fringe Benefit Data should be in a format substantially the same as enclosed with this DRD. (Forms 2, 3, and 3A)

e. Submission:
   i. Initial – Due May 14
   ii. Frequency – Annually, 90 days prior to the anniversary date of the contract required

   Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter
   BJ/Contracting Officer
   BA2/JSC Contract Labor Relations Officer

9. Maintenance – Revision shall be incorporated by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 2

WORK SHEET FOR SF-98 DATA
WAGE RATE INFORMATION

CONTRACTORS LABOR CLASSIFICATION	WAGE DETERMINATION CLASSIFICATION	EXEMPT OR NONEXEMPT	UNION OR NONUNION	CURRENT HOURLY RATE	FTE NO OF EMPLOYEES
Illustration of required data:					
Project Manager	**Not Required**	E	N		**1**
Supervisor	**Not Required**	E	N		**2**
Mail Clerk I	**General Clerk I**	N	N		**4**
Mail Clerk II	**General Clerk II**	N	N		**3**
Mail Clerk III	**General Clerk III**	N	N		**2**
Mail Clerk IV	**General Clerk IV**	N	N		**2**
GPO Specialist	**General Clerk IV**	N	N		**1**
Production Control Clerk	**Production Control Clerk**	N	N		**1**
Reproduction Specialist II	**Duplicating Machine Operator**	N	N		**1**
Reproduction Specialist III	**Duplicating Machine Operator**	N	N		**8**
System Analyst I	**Computer Systems Analyst I**	N	N		**1**

Submit data in the above-illustrated format for all labor classifications used, or planned to be used, on this contract. All contractor labor classifications shall be matched to wage determination classes listed in CBA's represented classes or classes shown in WD 94-2516 for nonrepresented classes.

CONTRACTORS LABOR CLASSIFICATION	WAGE DETERMINATION CLASSIFICATION	EXEMPT OF NONEXEMPT	UNION OR NONUNION	CURRENT HOURLY RATE	MYE NO OF EMPLOYEES

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 3
Page 1 of 2

FRINGE BENEFITS PER COLLECTIVE BARGAINING AGREEMENT

For period from _____ to _____

Contractor:

Contract Number:

Number of employees in bargaining unit _____

Total number of employees on contract _____

1. Shift Differential: (Describe any pay over and above base rates for 2nd, 3rd, weekend, or other shifts.)

2. Health and Welfare Items and Other Fringe Items: (Indicate whether or not coverage is provided to employees and state current average hourly cost per employee covered by a Collective Bargaining Agreement.)

Item	Coverage Provided (Yes or No)	Average Hourly Cost
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical and Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition		
j. Other (Describe)		
TOTAL		

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

3. Paid Absences:

	Service Requirement	Days per Year
a. Vacation		
b. Holiday		
c. Sick Leave		
d. Jury Leave		
e. Funeral Leave		
f. Military Leave		
g. Other (Describe)		

4. Severance Pay: (Briefly describe terms and amounts.)

5. Other Fringe Benefits: (Describe any other fringe benefits not included above, and show average hourly cost.)

6. Premium Pay: (Discuss all premium pay provisions not previously shown on this form.)

_____ _____

Signature of Company Representative Date

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

FORM 3A

FRINGE BENEFITS FOR SERVICE EMPLOYEES

For Period from _____ to _____

Contractor:

Number of nonexempt employees on contract: _____

Total number of employees on contract: _____

1. Health and Welfare Items and Other Fringe Items:
(Indicate whether or not coverage is provided to employees and state current average hourly cost per service employee.)

Item	Coverage Provided	Average Hourly Cost
a. Life Insurance		
b. Accidental Death		
c. Disability		
d. Medical & Hospital		
e. Dental		
f. Retirement Plan		
g. Savings/Thrift Plan		
h. Sick Leave		
i. Tuition Reimbursement		
j. Other (Describe)		

2. Paid Absences

	Service Requirement	Days per Year
a. Vacation		
b. Holidays		
c. Sick Leave		
d. Jury Leave		
e. Funeral Leave		
f. Military Leave		
g. Other (Describe)		

_____ _____

Signature of Company Representative Date

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC –STD-123. See work page for instructions.)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS- 08 Reports, Onsite Contractor (Headcount)	7/1/03	08	NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
Provide NASA with the number of contactors On-site.	☐ Technical ☒ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type – Type 2 Mandatory Submittal

b. Scope: The Contractor shall report the number of on-site PAMSS contractors (headcount) by company. This includes all subcontractors, if on site.

c. Content: Report shall contain the number of on-site contractors and subcontractors (headcount) by company.

d. Format - Contractor's electronic format is acceptable.

e. Submission:
Initial – Contract Start Date + 90 Days
Final – Contract Completion
Frequency – Last day of each contract quarter or as requested by Contracting Officer

f. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter

Contracting Officer
Contracting Officer's Technical Representative
1 Electronic Positing as per CO direction

9. Maintenance – Revisions shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-9 Monthly Safety and Health Metrics	04/01 (replaces 01/01 version)	9	NNJ04JA65B

4. Use (Define need for, intended use of, and/or anticipated results of data)
Establishes selected Safety and Health Program metrics
***The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: *(check one)* ☐ Technical ☐ Administrative ☒ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
	DRD - 04

8. Preparation Information (Include complete instructions for document preparation)

Data Type – Type 2 Mandatory Submittal

Frequency of submission. Monthly by 10th of month following month being reported.

Distribution
NT2/Occupational Safety Branch (2 copies)
SD26/Occupational Health Officer (1 copy)
Contracting Officer's Technical Representative (COTR) (1 copy)

Format: electronic to NT2, SD26; hard copy to COTR. Send as Excel spreadsheet or in tables compatible with MS Word.

Definitions. Refer to JPG 1700.1 and OSHA requirements for definitions of terms below.

Scope. The scope of the information required is limited to the JSC-administered establishments of Houston Texas at NASA Road One; Sonny Carter Training Facility; and Ellington Field.

Content.

I. Management Commitment and Employee Involvement.

Date of Management Safety Committee Meeting		Type/Title of Meeting	No. of Managers attending		No. of supervisors attending		No. of non-supervisory attending	
This month	Year to date		This month	Year to date	This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

No. of Employee Safety Meeting		Type/Title of Meeting	No. of Employees attending		No. of managers/supervisors attending	
This month	Year to date		This month	Year to date	This month	Year to date

Include electronic copies of minutes or representative information

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

II. Worksite Analysis. Refer to JPG 1700.1 for definitions of terms.

Division	No. of Hazard Analyses				No. of Job Safety Analyses				No. of Routine Inspections			
	Required		Performed		Required		Performed		Required		Performed	
	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date	This month	Year to Date
Total												

III. Hazard Prevention and Control - hazards below were found during routine and special inspections, close calls, mishap investigations, etc., and require correction.

No. of Hazards found			No. of Hazards closed <30 days			No. of Hazards open <30 days	No. of Hazards open >30 days			No. of Hazards closed >30 days			No. of JF1240s in place
Prior to month	This month	Year to date	Prior to month	This month	Year to date		Prior to month	This month	Year to date	Prior to month	This month	Year to date	

Attach copies (electronic ok if sent by e-mail) of JF 1240's (or equivalent) including monthly updates. Mark JF 1240's where abatement has been completed as closed.

IV. Safety and Health Training - List courses specific to loss control initiatives (such as slips/trips falls, material handling; etc.) Report other training as "Generic safety training not otherwise specified" (examples include Hazard Communication, Confined Space entry, HAZWOPER, system safety, job safety analysis, etc.) Do not include job proficiency course work where safety is an issue (such as radiography, welding, painting, etc.)

Course Title	No. to be Trained	No. Trained	On Schedule

JSC DATA REQUIREMENTS DESCRIPTION (DRD)
(Based on JSC STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-10 Safety and Health Program Self Evaluation	04/03 (replaces 04/01 version)	10	NNJ04JA65B

4. USE (Define need for, intended use of, and/or anticipated results of data)

Self-evaluation of Contractor's safety and health program performance.

5. DRD Category: *(check one)* ☐ Technical ☐ Administrative ☒ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
JPG 1700.1 (as revised),	.

8. Preparation Information (Include complete instructions for document preparation)

a. Data Type – Type 2 Mandatory Submittal

b. Scope - The Contractor must conduct an annual self-evaluation of its safety and health program as required by its safety and health plan.

c. Content:

i. The internal assessment of safety and health program effectiveness during the report period (i.e., the previous year) indicating the status of goals or objectives previously established and areas of strength and weakness in Contractor safety program performance.
ii. Safety and health concerns and resolutions relating to JSC operations, which may have been identified during the report period.
iii. Unresolved safety and health concerns relating to JSC operations which the Contractor feels merit attention of JSC safety and health management.
iv. The goals and objectives of the Contractor safety and health program for the next report period.
v. An analysis of the contractor's performance at JSC-administered establishments in each of the 32 Voluntary Protection Program sub-elements found in the Federal Register Notice 65:45649-45663, July 24, 2000.
vi. Attach action plans for identified problem areas. Action plans must include schedule for periodic progress reports to the Government on a frequency agreed to by the Government and the Contractor for each problem area.

a. Format - Format to be as required by the cognizant OSHA regional office. Contractors who have submitted a written self-evaluation as a VPP site may submit their original report to JSC in lieu of writing a new self - evaluation provided that all action plans and status are updated.

b. Submission: Report due September 30th of each year.

c. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter
2 copies to NT2/Occupational Safety Branch
1 copy to SD26/Occupational Health Officer
1 copy to Contracting Officer's Technical Representative
1 copy to Contracting Officer

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC –STD-123. See work page for instructions.)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-11 HURRICANE/SEVERE WEATHER/EMERGENCY PLAN	7/1/03	11	NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
To provide a plan for the protection of personnel, facilities, equipment and other assets from the effects of hurricanes and severe weather.	☒ Technical ☐ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type – Type 1 – Written Approval

b. Scope - The contractor shall prepare and maintain a hurricane, severe weather and emergency plan prescribing measures to be taken for the protection of assets from the effects of hurricanes, severe weather or other emergencies.

c. Content - This plan complements the JSC Hurricane and Severe Weather Plan and should conform to the recommendations in that plan. The Contractor shall describe other specific actions to implement this plan and mitigate the potential damage to facilities, equipment and other assets. The plan must set forth a program of informing contractor and other personnel occupying contractor-managed facilities at JSC and contractor operated facilities off site of the dangers associated with severe weather and their responsibilities in implementing the plan. The plan shall cover every phase

The contractor shall create and maintain an emergency/severe weather contact roster of individuals with decision and implementation authority to carry out elements of the plan including preparations, shutdown, re-start and recovery phases.

The plan shall address how the contractor shall coordinate with all building 46 tenant organizations to assure compatibility and integration with other tenant organizations' severe weather plans.

The first draft of the hurricane/severe weather plan shall be completed and submitted for review 90 days after contract initiation. Using the IRD Configuration Management process, a directorate-wide review of the plan shall be initiated and coordinated by the contractor every April 1st of the contract and re-baselined on or before every May 30.

Approval of the plan shall be upon signature of the Information Resources Directorate first line manager responsible for Building 46.

d. Format – Contractor's electronic format is acceptable

e. Submission:
   i. Initial - 10 days after contract start
   ii. Final - 30 days after contract start
   iii. Approval – 90 days after contract start
   iv. Frequency – As required

f. Distribution: COTR, Contracting Officer (CO)and other copies as per CO Letter

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC –STD-123. See work page for instructions.)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-12 I/T Security Plan Submittal	9/8/03	12	NNJ04JA65B

Deleted: C

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
The contractor shall be responsible for Information Technology Security for all systems connected to a NASA network or operated by a NASA contractor. This plan will ensure contractor awareness and compiance with the NASA regulations.	☐ Technical ☒ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
I.10 Security Requirements for Unclassified Technology Information Resources (NASA FAR Supplement 1852.204-76)	

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type – 1 Written Approval

b. **Scope**: The contractor shall submit an IT security plan for their unclassified technology information resources. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of I/T resources that are developed, processed, or used under this contract. The Contractor's I/T security plan shall be compliant with the I/T security requirements in accordance with Federal and NASA policies as referenced in OMB Circular A-130 (Management of Federal Information Resources, NPG 2810.1 (Security of Information Technology), and NPG 1620.1 (Security Procedures and Guidelines).

i) SECURITY PLAN(S)

The contractor shall have a line manager who is responsible for the contractor's systems in accordance with the definitions set forth in NPG2810 and the JSC IT Security Manual JPG 2810.
The security plan shall be kept up to date as changes to the baseline configuration of the system occur and shall be documented in the security plan.

ii) TRAINING

Evidence must be presented that periodic I/T security awareness and training has been met for all on-site contractors via an Annual Security Refresher Briefing provided by NASA. Monthly reports should be compiled detailing the overall status of the annual training program. Annual training program is defined as the period from Oct. 1st through Sept. 30th.

iii) INFORMATION ON EMPLOYEES IN SENSITIVE AIS POSITIONS/ASSIGNMENTS REPORT

The report on employees in sensitive IT positions/assignments shall provide information for personnel screening as required by the PIC02-04, NPG2810, and the JSC IT Security Manual (JPG2810). This report should be compiled on a semi-annual basis.

A list of all lead system administrators must be updated annually and provided to the Government. This list will be used to ensure the contractor, as outlined in PIC03-16, has met the system administrator certification requirements.

d. Format – Electronic Format consistent with JPG 2810.
e. Submission:
   i. Initial – 30 days after contract start
   iii. Approval - 60 days after contract start
   iii. Frequency - Annually

f. Distribution: COTR

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-13 Safety, Reliability Lessons	01/2001	13	NNJ04JA65B

4. Use (Define need for, intended use of, and/or anticipated results of data)
Obtains Lessons learned from Contractor for possible publication in NASA Lessons Learned Information System (LLIS)
***The Office of Primary Responsibility for this DRD is the JSC Safety, Reliability, and Quality Assurance Office

5. DRD Category: *(check one)* ☐ Technical ☐ Administrative ☒ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information (Include complete instructions for document preparation)

a. Data Type – Type 2 Mandatory Submittal

b. Criteria for Selecting Lessons Learned. Uncommon insight arising from any event or observation that will benefit from sharing with a larger community of interested parties. Lessons learned are intended to prevent recurrence of undesirable events and to allow NASA and its team members to capitalized to the greatest extent practical on unique successes.

c. Content:

Subject - one line subject of the lesson.

Lesson Learned - usually one sentence that describes insight gained

Description of Event - narrative of what happened.

Recommendations - may be an action plan, suggestion, etc., that was adopted at event source.

Supporting documentation - as needed to give clear picture of lesson (photographs, illustrations, drawings, etc.)

Contact name and e-mail address (for follow up by Government prior to publication of lesson)

Definitions. Refer to NASA LLIS at http://llis.gsfc.nasa.gov/ for definitions of terms used.

d. Format - Contractor's electronic format is acceptable.

e. Submission: 30 days after triggering event or 30 days after mishap investigation or hazard analysis / evaluation is completed

f. Distribution: Distribution specified below plus additional distribution per Contracting Officer's Letter

NT2/Occupational Safety Branch (1 electronic copy including photographs, drawings, etc., in web-ready format such as HTML or JPG)
Contracting Officer's Technical Representative (COTR) (1 copy)
Contracting Officer (CO) (1 copy

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-14 Information Technology (IT) Capital Planning and Investment Control (CPIC)	01/13/04	14	NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category : *(check)*
To document the contractor's compliance with Federal and NASA IT CPIC Planning and Reporting regulations and requirements.	X Technical Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*
See Section 8.5 Reference Documents	N/A

8. Preparation Information *(Include complete instructions for document preparation)*

a. The contractor shall comply with the IT CPIC requirements as documented in JSC memo IA-03-032, subject: "JSC's Capital Planning and Investment Control Process", the IT POP, as well as all updates and/or replacements to those documents. The current documents can be viewed on the IRD (JSC CIO) and CFO web sites.

b. Processes- The contractor shall establish and document processes for complying with the requirements in "a." above. The contractor's IT CPIC processes shall be presented to the Director/IRD for approval.

c. Submission Frequency: Contract Start date. Generally, the IT CPIC process is submitted once; subsequent submittals shall be required only if there are significant changes in the process or if required by the Director/IRD (JSC CIO). IT POP and Fiscal Year Plans are submitted annually. IT Standards are submitted once, and updated if there are significant changes, new standards, or if required by the Director/IRD (JSC CIO).

d. Contractor Standards
The contractor should evaluate and select, whenever feasible, a JSC IT Standard that will meet their requirements. Requirements that cannot be met sufficiently by a JSC or organizational standard will require submitting a new IT Standard per the approved process.

The contractor standards will be submitted for Director/IRD (JSC CIO) approval, and when approved they will reside on the IRD (JSC CIO) server and will be under IRD/JSC CIO configuration management. Any changes to the approved contractor standards must be accompanied by JSC form 1209, which identifies the standard to change, an updated table with the change, and the reason for the change.

Current IT Standards are documented on the IRD (JSC CIO) web site.

e. Compliance With Section 508 of the Rehabilitation Act

The contractor must also abide by all Section 508 requirements prior to the purchase of IT. On June 21, 2001, NASA Procurement Information Circular (PIC) 01-13 entitled "Electronic and Information Technology Accessibility" was published. This PIC provides the Section 508 related requirements JSC must meet when procuring Electronic and Information Technology (EIT). Specifically, enclosures are included in the PIC, one or more of which must be provided when such procurements are executed. This applies to any EIT procurement covered by Section 508. A summary of how the PIC applies at JSC is as follows:

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

The requestor of items and services procured using a NASA Purchase Request (PR) must comply with the PIC.

The requestor of items and services procured using an IDIQ contract with delivery orders initiated after June 25, 2001, must comply with the PIC.

The requestor of items and services procured using an IDIQ contract with delivery orders initiated before June 25, 2001, are exempt.

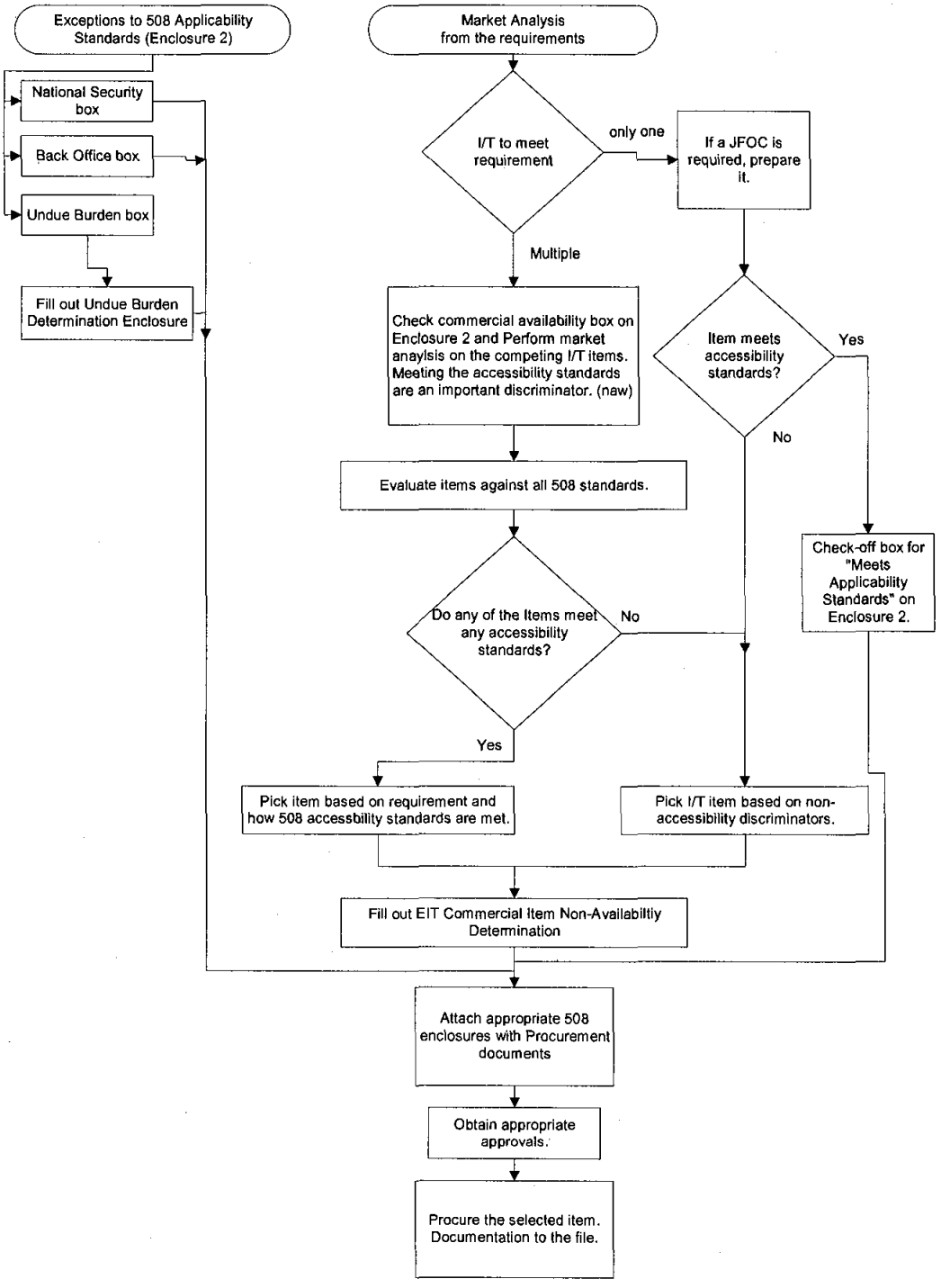
The requestor of items and services procured using a contract other than an IDIQ contract that was awarded after June 25, 2001, must comply with the PIC.

The requestor of items and services procured using a contract other than an IDIQ contract awarded before June 25 are exempt.

All EIT acquisitions must be assessed for how they meet all the 508 Accessibility Standards. The flowchart below shows the process depending on the selection on the PIC's Enclosure 2, "EIT Market Research Template."

The NASA CIO Office has provided one exception to this. Internal components such as RAM, hard drives, and specialized Analog to Digital cards are not subject to Section 508. As a result of this communication, the Section 508 supporting documentation is not required for this specific class of procurement.

Flowchart for Evaluation Against Section 508



At the very least, all acquisitions must be accompanied with PIC Enclosure 2, "EIT Market Research Template." PIC Enclosure 2 has 3 major check boxes:

Meets the applicability standards,

Commercial supply or service that may or not meet any or all the applicability standards, and

Exemptions from 508 compliance due to:

a. National Security,

b. IT residing in back office frequented only by maintenance personnel, and

c. Undue Burden.

Check box 2 requires an additional enclosure, "EIT Commercial Item Non-Availability Determination" to be completed. This enclosure documents all the IT that meets the requirements and how they meet the various Accessibility Standards.

The undue burden check box requires the enclosure, "EIT Undue Burden Exception Determination." Any acquisitions that select Undue Burden must attain the concurrence of the Contracting and Center Legal Officers and the approval of the JSC CIO.

Guidelines for all the above enclosures can be found in the PIC.

8.5 Reference Documents:

1) For current IT CPIC planning requirements, the contractor must refer to the IRD (JSC CIO) and CFO web sites. These requirements will contain NASA's implementation of the Office of Management and Budget's (OMB's) IT CPIC planning, budgeting, and reporting requirements.
2) JSC memorandum IA-03-032, subject: "JSC's Capital Planning and Investment Control Process"
3) OMB Circulars A-130 and A-11.
4) Executive Order 12845, Energy-efficient Microcomputers
5) IT Management Reform Act of 1996 (the "Clinger-Cohen Bill")

8.7 Maintenance: Changes shall be incorporated by change page or complete reissue.

SECTION J

ATTACHMENT J-4

INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY LIST

GOVERNMENT FURNISHED PROPERTY FOR THE PRINTING AND MAIL SUPPORT SERVICES

The following Government equipment is used by the contractor, but leased by NASA

QUANTITY	TYPE
1	Xerox 5800 Copying Unit
4	Xerox 6135 Copying Unit
1	Xerox 2045 Color Copying Unit
1	Xerox 2060 Color Copying Unit
3	Display Units
1	Solimar Workstation
3	Xerox Digipath Scanners

The following equipment is operated and maintained by the contractor or maintained by the Center Operations Directorate (COD):

List of INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY FOR THE PRINTING AND MAIL SUPPORT SERVICES

FOLDING MACHINE	PITNEY BOWES	NONE	65	GOOD	PAMSS	$458
TIE MACHINE	FELINS	LOOP 1000	87	GOOD	COD	
DRILL	CHALLENGE	MS10A	88	GOOD	COD	
PAPER CUTTER	CHALLENGE	305	26	EXCELLENT	PAMSS	$1,404
PADDING MACHINE	PAD MASTER	2000	110	GOOD	COD	
TIE MACHINE	SIGNODE	LOOP 1000	120	POOR	COD	
TIE MACHINE	FELINS	LOOP 1000	108	POOR	COD	
PALLET JACK	CLARK	HWP 600	UNKNOWN	FAIR	COD	
PALLET JACK	MULTITON	WPT 45	UNKNOWN	FAIR	COD	
TIE MACHINE	FELINS	LOOP PLUS	54	GOOD	COD	
INSERTER/FOLDER	PITNEY BOWES	F400	50	FAIR	PAMSS	$1,347
PUNCH MACHINE	GENERAL BINDING CORP	MAGNAPUNCH	27	EXCELLENT	PAMSS	$624
INSERTING MACHINE	GENERAL BINDING CORP	PB2600	27	EXCELLENT	PAMSS	$314
STITCHER	INTERLAKE	S3A	108	GOOD	COD	
LAMINATOR	GENERAL BINDING CORP	4500	36	GOOD	PAMSS	$330
TIE MACHINE	FELINS	LOOP 1000	54	GOOD	COD	
POSTAL SCALE	NATIONAL CONTROLS	NONE	110	GOOD	PAMSS	NONE
STRAPPING MACHINE	TY-TECH	TM-45	86	GOOD	COD	
ADDRESSING MACHINE	PITNEY BOWES	W700	24	EXCELLENT	PAMSS	$968
TIE MACHINE	FELINS	LOOP PLUS	108	GOOD	COD	
TIE MACHINE	SIGNODE	LOOP 1000	111	GOOD	COD	
STRAPPING MACHINE	TY-TECH	TM-45	87	GOOD	COD	
STRAPPING MACHINE	TY-TECH	TM-45	87	GOOD	COD	
STRAPPING MACHINE	BUNN	NONE	216	POOR	COD	
POSTAGE METER	PITNEY BOWES	NONE	3	EXCELLENT	PAMSS	$7,902
POSTAGE METER	PITNEY BOWES	NONE	3	EXCELLENT	PAMSS	$7,902
X-RAY MACHINE	EG&G ASTROPHYSICS	ESCAN	96	GOOD	PAMSS	$4,451
BIOLOGICAL SAFETY CABINET	THE BAKER COMPANY	STERILGARD III	26	EXCELLENT	PAMSS	UNDER WARRANTY

SECTION J

ATTACHMENT J – 5

SECURITY CLASSIFICATION FORMS

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. 12651

Memorandum

MAIL TO:

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

2. Estimated solicitation date *(use numerals)* Recompetition

Month	Day	Year
10	30	03

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

Month	Day	Year
12	16	03

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

Month	Day	Year
04	01	04

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

II: Printing and Mail Support Services
Contract Period: 04/01/04 to 03/31/05

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

InDyne, Inc.
1322 Space Park Drive, Suite C275
Houston, TX 77026

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
/s/ Connie R. Pritchard	10/10/03
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.
94-2516, Rev 21

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: /s/ C. Pritchard
(U.S. Department of Labor)

10/10/03
(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 12651 Memorandum
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
General Clerk, I	4	GS-1 $8.79
General Clerk, II	4	GS-2 $9.88
General Clerk, III	2	GS-3 $10.78
General Clerk, IV	2	GS-4 $12.10
Duplicating Machine Operator	9	GS-3 $10.78
Documentation Preparation Clerk	1	GS-3 $10.78

ATTACHMENT J-7

Acronyms and JSC Organization List

ACA	Associate Contract Agreement
CIO	Chief Information Officer
CM	Configuration Management
CO	Contracting Officer
COD	Center Operations Directorate
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-The-Shelf
CR	Change Request
CSS	Customer Service System
DD	Department of Defense (form)
DRD	Data Requirements Description
EDMS	Electronic Data Management System
FAR	Federal Acquisition Regulation
FY	Fiscal Year
H/W	Hardware
IAGP	Installation Accountable Government Property
ID	Identification
IDIQ	Indefinite Delivery Indefinite Quantity
IMPASS	Imagery, Media and Public Affairs Support Services
IRD	Information Resources Directorate
ISO	International Standards Organization
ISS	International Space Station
IT	Information Technology
ITA	Internal Task Agreement
ITS	Information Technology Security
JDMS	JSC Directives Management System
JETS	Johnson Space Center (JSC) Enabling Technologies and Security
JIMMS	Johnson Space Center (JSC) Information Management
JPD	JSC Policy Directive
JPG	JSC Procedures and Guidelines
JSC	Johnson Space Center
M&O	Maintenance and Operations
MCC	Mission Control Center
MIPL	Mission Imagery Products List
MOU	Memorandum of Understanding
MS	Microsoft
MSP	Mission Support Plan
NASA	National Aeronautics and Space Administration

NEMS	NASA Equipment Management System
NHB	NASA Handbook
NIEMS	NASA institutional environment management
NPD	NASA Policy Directive
NPG	NASA Procedures and Guidelines
ODIN	Outsourcing Desktop Initiative for NASA
ORC	Operational Readiness Check
ORR	Operational Readiness Review
OSHA	Occupational Safety and Health Administration
PCR	Program Control Room
PDF	Portable Document Format
PEB	Performance Evaluation Board
PKI	Public Key Infrastructure
PM	Preventative Maintenance
QMS	Quality Management System
RFP	Request For Proposal
S/W	Software
SAN	Storage Area Network
SB	Small Business
SBA	Small Business Administration
SDB	Small Disadvantaged Business
SEI	Software Engineering Institute
SF	Standard Form
SIP	Shuttle imagery plan
SLP	System Level Procedure
SOW	Statement Of Work
SR	Service Request
SR&QA	Safety Reliability and Quality Assurance
SSPP	System Safety Program Plans
TBD	To Be Determined
TCP	Transmission Control Protocol
TIFF	Tagged Information File Format
UPS	Uninterruptible Power Supply
WBS	Work Breakdown Structure
YTD	Year To Date

ATTACHMENT J-7

JSC ORGANIZATION LIST

AA	Office of the Center Director
AB	Deputy Director Office
AC	Associate Director (Management)
AG	Office of the JSC Chief Engineer
AH	Human Resources and Education Office
AJ	Equal Opportunity and Diversity Management Programs Office
AL	Legal Office
AP	Office of Public Affairs
BA	Office of Procurement
CA	Flight Crew Operations Directorate
DA	Mission Operations Directorate
EA	Engineering Directorate
HA	Technology Transfer and Commercialization Office
IA	Information Resources Directorate
JA	Center Operations Directorate
LA	Chief Financial Officer
MA	Space Shuttle Program
NA	Safety and Mission Assurance Directorate
OA	International Space Station Program
RA	White Sands Test Facility
SA	Space and Life Sciences Directorate
VA	Orbital Space Plane
W-JS	NASA Office of Inspector General
XA	Extravehicular Activity Office
ZA	Other Government Offices at JSC

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)*
0001	SEE BLK 16	4200055640	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
No

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED *(SEE ITEM 13)*
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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 required to sign this document and return copies to the issuing office.*

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0001 is to: 1) incorporate into Section J, Attachment J-6 of the contract,Revision No. 22 to Wage Determination (WD) 94-2516, dated April 13, 2004 and 2) increase the funds obligated from $200,000 to $403,500, an increase of $203,500.

B. The enclosed replacement pages are provided to implement 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)* Rodney J. Etchberger, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY RJ Etchberger *(Signature of Contracting Officer)*	16C. DATE SIGNED 4/21/2004

REMOVE	REPLACE	REMARKS
H-2 through H-3	H-2 through H-3	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $403,500 presently available for payment. Paragraph (c)(1) is changed to September 30, 2004.
J-2 through J-12	J-2 through J-13	Section J, Attachment J-6 is updated to incorporate Revision 22 to WD 94-2516.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $403,500.00 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **September 30, 2004**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0001 – 4/21/04

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0002	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2
NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
No

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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: the changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0002 is to 1) add Section H clause, NFS 1852.223-76, Federal Automotive Statistical Tool Reporting. 2) add Section I clauses, FAR 52.251-2, Interagency Fleet Management System Vehicles Related Services, FAR 52.228-7, Insurance-Liability to Third Persons and FAR 52.244-2, Subcontracts.

B. The enclosed replacement pages are provided to implement 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)	
Michael Zarcaro Business Manager		Rodney J. Etchberger, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 5/5/04	16B. UNITED STATES OF AMERICA BY R J Etchberger (Signature of Contracting Officer)	16C. DATE SIGNED 5/6/2004

REMOVE	REPLACE	REMARKS
H-1 and H-2	H-1 and H-2	Section H clause, NFS 1852.223-76, Federal Automotive Statistical Tool Reporting is added as a result of authorizing the contractor to operate five GSA leased vehicles transferred from NAS9-97001 to NNJ04JA65B effective on/or about May 3, 2004.
I-2 and I-3	I-2 and I-3	Section I clauses, FAR 52.251-2, Interagency Fleet Management System Vehicles Related Services, FAR 52.228-7, Insurance-Liability to Third Persons are added for the same reasons cited in H above. FAR 52.244-2, Subcontracts was inadvertently omitted in the RFP and is now added as being applicable to the contract.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2008	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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:

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
52.208-9	FEB 2002	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
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

52.232-16	APR 2003	PROGRESS PAYMENTS (ALT 1) (MAR 2003)
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT (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 (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
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED PRICE (ALTERNATE II) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	JUN 2003	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(ALTERNATE I)(APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.247-63	JAN 1997	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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
1852.243-71	MAR 1997	SHARED SAVINGS

AMENDMENT OF SOLICITATION/MODIFICATION OF

CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0003	SEE BLK 16	4200064130 & 4200063841	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.
No

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

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

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

	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: The changes clause FAR 43.103(a)(3) and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0003 is to: 1) incorporate into Section I, FAR Clause 52.222-2, Payment for Overtime Premiums and 2) increase the funds obligated from $403,500 to $502,389, an increase of $98,889.

B. The enclosed replacement pages are provided to implement 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)
Michael Zarcaro, Business Manager	Rodney J. Etchberger, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	5/17/04	BY (Signature of Contracting Officer)	6/1/2004

REMOVE	REPLACE	REMARKS
I-2 and I-3	I-2 and I-3	Section I is updated to incorporate FAR clause 52.222-2, Payment for Overtime Premiums

52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.219-3	JAN 1999	NOTICE OF TOTAL HUBZONE SET-A-SIDE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PERFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
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
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS $20,000
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION
52.222-19	SEP 2002	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 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 SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-42	MAY 1989	STATEMENT OF EQUALIVENT RATES FOR FEDERAL HIRES
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION
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	JUN 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
52.227-18	JUN 1987	RIGHTS IN DATA – EXISTING DATA
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-1	APR 1984	STATE AND LOCAL TAXES
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT

52.232-11	APR 1984	EXTRAS
52.232-16	APR 2003	PROGRESS PAYMENTS (ALT 1) (MAR 2003)
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION
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52.243-1	AUG 1987	CHANGES--FIXED PRICE (ALTERNATE II) (APR 1984)
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52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	JUN 2003	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(ALTERNATE I)(APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.247-63	JAN 1997	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
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52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
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52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
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
1852.243-71	MAR 1997	SHARED SAVINGS

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 0004

3. EFFECTIVE DATE SEE BLK 16

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

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO. No

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

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

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

	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: The changes clause FAR 43.103(a)(3) and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0004 is to: 1) delete Section G.5 clause, NFS 1852.245-76, LIST OF GOVERNMENT-FURNISHED PROPERTY and 2) delete Section H.7 clause, JSC 52.245-97, PROVIDING FACILITY ITEMS.

B. The enclosed replacement pages are provided to implement 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)
Michael Zarcaro, Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Rodney J. Etchberger, Contracting Officer

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

15C. DATE SIGNED 5/18/04

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

16C. DATE SIGNED 6/1/2004

REMOVE	REPLACE	REMARKS
G-5 and G-6	G-5 and G-6	Section G.5 clause, NFS 1852.245-76, LIST OF GOVERNMENT-FURNISHED PROPERTY is deleted. Property will be provided as installation accountable government property and the contractor will assume user/custodian responsibilities as provided in NFS 1852.245-71.
H-5 and H-6	H-5	Section H.7 clause, JSC 52.245-97, PROVIDING FACILITY ITEMS is deleted for the same reasons cited in G above.

planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

(End of clause)

G.5 RESERVED

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997) (APR 2003)

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

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
(b) ODIN seats will be provided for onsite PAMSS contractors
(c) General - and special-purpose equipment, including office furniture.

Modification 0004

(1) Equipment to be made available is listed in Section J, Attachment J-4 Installation Accountable Government Property. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Publications and blank forms stocked by the installation.

(d) Safety and fire protection for Contractor personnel and facilities.

(e) Installation service facilities:

1. Audiovisual: Presentation services, sound services, Release Print Film Library, Film Repository, and loan of audiovisual equipment.

2. Automatic Data Processing (ADP) Services (onsite only): Generally, this includes access to large general-purpose computer systems, workstations, and the accessing media; i.e., terminals, printers, data communications, and consultation and training in the use of said systems. Unless otherwise specified in the contract, this does not include providing computer systems or ADP services for the Contractor business management, accounting, and administrative functions.

3. Transportation: Shuttle bus service for Contractor employees within the parameters provided for Government employees.

4. Disposal Services: Disposal services for excess onsite and offsite Contractor-held/Government-owned property.

5. Fabrication Services: Fabrication services such as machining, sheet metal and welding, electronics, metal finishing, model and plastics, and precision cleaning.

6. Photography, Processing, and Closed-Circuit Television: For technical and scientific photography, photographic processing, photographic sciences, and closed-circuit television.

7. Pickup and Delivery of Official Mail: Within the Center and to and from the Albert Thomas Post Office, provided the mail is properly sealed and stamped. Such mail will be picked up or dropped from only one point as designated by JSC or, if preferred, JSC will provide a box in the central mailroom for the Contractor to pick up and deposit its mail.

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

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

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H.7 RESERVED

H.8 NON-DISCLOSURE AGREEMENT

It is anticipated that the Contractor will have access to, be furnished, or use the following types of recorded information:

1. Information of third parties with limited rights or restricted rights notices submitted to NASA or directly to the Contractor.

2. Information of third parties, which NASA has agreed to handle under protective arrangement.

Information of which NASA intends to control the use and dissemination.

Information governed by the Privacy Act of 1974, 5 U.S.C. 552a.

In order to provide appropriate management for protecting such information, the Contractor agrees with respect to such information to (1) use and disclose such information only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the information to those "need to know" employees, and (2) to establish the necessary procedures to preclude disclosure of such information outside the Contractor employees assigned work area, except in accordance with the written instructions of the Contracting Officer.

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

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0005	SEE BLK 16	4200065528	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0005 is to: 1) increase the funds obligated from $403,500 to $603,500, an increase of $200,000.

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, 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 6/22/2004

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $603,500 presently available for payment.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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:

Modification 0002

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $200,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0006

3. EFFECTIVE DATE SEE BLK 16

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

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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: the changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0006 is to: 1) Incorporate new billing rates, 2) Correct the date in F.2, 3) Correct the funds obligated in Modification 0005 from $502,389 to $702,389, an increase of $200,000, and 4) Change the award fee.

B. The enclosed replacement pages are provided to implement 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)*
Michael Zarcaro
Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Rodney J. Etchberger, Contracting Officer

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

15C. DATE SIGNED 7/20/04

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

16C. DATE SIGNED 7/20/2004

REMOVE	REPLACE	REMARKS
B-2 through B-3	B-2 through B-3	Incorporate new billing rates for GeoControl Systems, Inc., W de Y Associates and 4W Solutions into Section B.5A, Fully Burdened Labor Rates and change B.5B, Award fee to 5%.
F-1	F-1	Correct the date in F.2, Completion of Work to May 2, 2006.
F-3 through F-4	F-3 through F-6	Incorporate new billing rates for GeoControl Systems, Inc., W de Y Associates and 4W Solutions into F.4, OPTION TO EXTEND COMPLETION DATE, OPTION 1, 2, and 3, IDIQ FP Contract Fully Burdened Rates. Replace heading on pages F-4 through F-6.
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $702,389.00 presently available for payment.
J-1-6 through J-1-7	J-1-6 through J-1-7	Section J, Attachment J-1, Appendix III, Award Fee Evaluation Periods is updated to reflect the reduction in the maximum award fee available from

SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

B1. 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 REGULATIONS (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

No FAR by-reference clauses in Section B

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section B

III. FULL TEXT CLAUSES

B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the services to be provided in accordance with the Statement of Work in Section C. This contract is for Printing and Mail Service Support Services (PAMSS) for the Johnson Space Center (JSC) Using firm fixed price, Indefinite Delivery/Indefinite Quantity (IDIQ) contracting methods. These methods provide for the acquisition of necessary labor, supplies, and other services of a recurring nature that cannot be sufficiently identified, predetermined, or qualified in advance. The contract also incorporates an award fee provision for the work to be performed.

(b) The contractor is required to furnish all the services identified in the Statement of Work. These services shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity" found in Section I. The Government's obligation for the indefinite quantity is limited to that specified in Clause B.3.

(End of clause)

B.3 IDIQ GUARANTEED MINIMUM QUANTITY OF WORK

(a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of fixed-price task orders shall be $50,000 per contract year. The maximum value that can be ordered under the IDIQ provisions of this contract is $2,000,000 per contract year. This amount includes both price and Award fee.

(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 any contract price.

(End of clause)

The following contract clause B.4 is for all IDIQ/FP task orders.

B.4 FIXED PRICE AND AWARD FEE (NFS 1852.216-85) (SEP 1993) - MODIFICATION FOR FIXED PRICE AWARD FEE CONTRACT (OCTOBER 1997)

The fixed price of contract year 1 is _____ The maximum available award fee is _____. Total fixed price and maximum award fee for year 1 are _____

The fixed price of contract year 2 is _____ The maximum available award fee is _____ Total fixed price and maximum award fee for year 2 are _____

The price of the fully burdened direct labor cost, ODC, and material handling is _____. The maximum available award fee is _____ Total price and award fee are _____

(End of clause)

B.5 IDIQ TASK ORDER ESTIMATING - FFP

These pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

B. Award Fee

The maximum Award Fee of the task orders issued under this contract shall not exceed of the negotiated composite direct labor hourly rate.

(End of clause)

[End of Section]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section F

(End of clause)

F.2 COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before May 2, 2006

(End of clause)

F.3 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the Statement of Work (SOW).

(2) The Contractor shall have up to 14 calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that

during phase-in the predecessor contractor(s) will be performing the work, described in the SOW.

(3) On the effective date of the contract, the Contractor shall assume full responsibility for the effort covered by the SOW.

(4) During phase-in, the Contractor shall:

(i) participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and

(ii) perform all activities described in the Contractor's phase-in plan submitted with its proposal, and all activities necessary, to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full contract performance. As a minimum, phase-in must include the following: all Government Furnished Property must be inventoried; qualified staff must be available and ready to assume performance (and must have obtained security clearances (if required) and been badged by JSC, etc.).

(b) The total firm fixed price of phase-in is **$12,720.00**.

(c) Contractor Phase-Out

(1) Prior to contract completion, a successor contractor(s) may be selected to perform the work requirements covered by the SOW. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the SOW by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the SOW during phase-out activities.

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 30 calendar days prior to the contract completion date, including:

(i) support periodic meetings with the successor contractor(s) to identify and discuss problems or areas requiring attention during the phase-out period; and

(ii) negotiate in good faith a plan with the successor contractor(s) to determine the nature and extent of phase-in and phase-out activities required. The plan shall include effective transfer of all effort to the successor contractor(s); training of personnel; and any other agreements or steps necessary to ensure a smooth transition between the contracts. The plan shall be subject to the Contracting Officer's approval.

(iii) phase-out activities shall be accomplished in accordance with FAR 52.237-3, (JAN 1991), Continuity of Services.

The Contractor shall accomplish phase-in in accordance with the following:

Phase-in Start Date	Days for Phase in	PAMSS Start Date
04/19/2004	**14**	**05/03/2004**

(End of clause)

F.4 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 (May 3, 2006 – May 2, 2007) - Contract Year 3

B.4 entitled "Fixed Price Award Fee" shall be modified to add year 3 pricing to the contract.

The fixed price of contract year 3 is The maximum available award fee is Total fixed price and maximum award fee for year 3 are

The price of the fully burdened direct labor cost, ODC, and material handling is The maximum available award fee is _____ Total price and award fee are

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2007.**

Attachment J-1, Appendix III entitled "Award Fee Available Evaluation Periods" shall be modified to add periods 5 and 6 in the amounts of

I.4 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 **May 2, 2007**."

IDIQ FP Contract Fully Burdened Rates

b4

<u>OPTION 2 (May 3, 2007 – May 2, 2008)</u> – Contract Year 4

B.4 entitled "Fixed Price Award Fee" shall be modified to add year 4 pricing to the contract:

The fixed price of contract year 4 is _ The maximum available award fee is
Total fixed price and maximum award fee for year 4 are

The price of the fully burdened direct labor cost, ODC, and material handling is
. The maximum available award fee is Total price and award fee
are _____

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2008**.

Attachment J-1, Appendix III entitled "Award Fee Available Evaluation Periods" shall be modified to add periods **7** and 8 in the amounts of

IDIQ FP Contract Fully Burdened Rates

b4

I.4 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 **May 2, 2008.**"

<u>OPTION 3 (May 3, 2008 – May 2, 2009)</u> – Contract Year 5

B.4 entitled "Fixed Price Award Fee" shall be modified to add year 5 pricing to the contract.

The fixed price of contract year 5 is _____. The maximum available award fee is
Total fixed price and maximum award fee for year 5 are _____

The price of the fully burdened direct labor cost, ODC, and material handling is
The maximum available award fee is Total price and award fee
are _____

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2009.**

Attachment J-1, Appendix III entitled "Award Fee Available Evaluation Periods" shall be modified to add periods 9 and 10 in the amounts of

IDIQ FP Contract Fully Burdened Rates

b4

I.4 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 **May 2, 2009.**"

(End of clause)

F.5 PLACE OF PERFORMANCE

The primary effort required under this contract shall be performed at or near the Lyndon B. Johnson Space Center (JSC) and at other locations as covered by the Statement of Work.

(End of clause)

F.6 SHIPPING INSTRUCTIONS (JSC 52.247-94) (APR 1997)

All documentation shall be shipped to the following address:

Parcel Post Shipments and Freight Shipments

Ship to:	Julie Pate Transportation Officer, Building 419, Room 186A NASA Johnson Space Center 2101 NASA Parkway Houston, TX 77058-3696
Mark for:	Accountable Property Officer
Mark with:	Contract Number: NNJ04JA65B

For reissue to: Gail Rollins BJ2 Building 45 Annex (STI Center) Cubicle 100W

(End of clause)

[End of Section]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

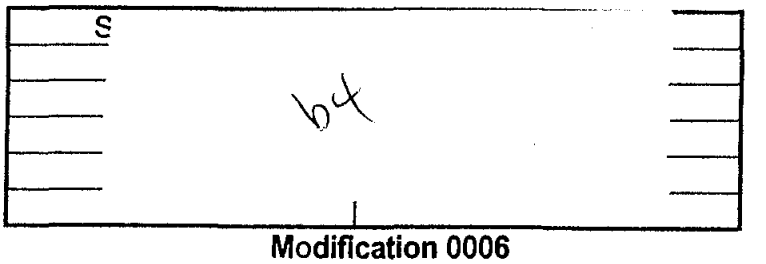
(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $702.389.00 is presently available for payment and allotted to this contract. This amount, s available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:



APPENDIX III

AWARD FEE AVAILABLE EVALUATION PERIODS

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5				
6				
7				
8				
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
0007	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0007 is to: 1) make DRD changes.

B. The enclosed replacement pages are provided to implement 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)
Michael Zarcaro, Business Manager	Rodney J. Etchberger, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	8/24/04	BY (Signature of Contracting Officer)	8/30/2004

REMOVE	REPLACE	REMARKS
J-3-3	J-3-3	DRD 02, Metrics Reports, Paragraph 8.b. is changed to reflect semi-annual customer surveys rather than monthly customer surveys and NASA will collect the surveys rather than the contractor. The initial submission is changed from 60 days after contract start to 6 months after contract start and semi-annually thereafter.
J-3-13	J-3-13	DRD 05, Contractor Status Report, Paragraph 8.b. 2) Technical Communications Status Report is deleted in its entirety.

1. DRD Title **PAMSS-02 Metrics Reports**	2. Date of current version 10/28/03	3. DRL Line Item No. 02	RFP/Contract No. (Procurement completes) NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)* Data used to monitor contractor performance and customer satisfaction.	5. DRD Category: *(check one)* ☒ Technical ☐ Administrative ☐ SR&QA
6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type - Type 2 – Mandatory Submittal
b. Scope - The Contractor shall calculate and report metrics for System Availability and Customer Satisfaction
c. Content – Metrics shall be calculated and reported for the following:

Customer Satisfaction metrics shall be based on semi-annual customer surveys. The Contractor shall distribute the surveys and NASA will collect the surveys. The government will provide customer service forms to the PAMSS contractor. The contractor shall provide justification for any customer input below good. The rating system shall be as follows:

5 = excellent 4 = very good 3 = good 2 = poor 1 = unsatisfactory

d. Format - Contractor's electronic format is acceptable.
e. Submission:
   i. Initial – 6 months after contract start
   ii. Final – Upon contract completion
   iii. Approval -N/A
   iv. Frequency - Semi-Annually

f. Distribution: Contracting Officer, COTR, 1 Electronic Posting as per CO direction and other copies as per CO Letter

9. Maintenance – Revision shall be incorporate by change page or complete reissue.

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
PAMSS-05 Contractor Status Report	7/1/03	05	NNJ04JA65B

4. Use *(Define need for, intended use of, and/or anticipated results of data)*	5. DRD Category: *(check one)*
Used to apprise the Government of significant actions, accomplishments, changes and problems associated with the delivery of products, services, and information, as specified under this contract. Also used to provide data for trend analysis and NASA management decision making.	☒ Technical ☐ Administrative ☐ SR&QA

6. References *(Optional)*	7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information *(Include complete instructions for document preparation)*

a. Data Type - Type 2 – Mandatory Submittal

b. Scope - The Contractor shall prepare and submit monthly progress reports documenting the status and progress of the Statement of Work requirements. Interim informal weekly reports will also be submitted and follow the general content guidelines of the monthly report.

c. Content: The reports shall include, but are not limited to:

1) CONTRACTOR STATUS REPORT

1. A narrative description of the status of each major area of the contract following the structure of the Statement of Work, including progress toward completion

2. A descriptive summary of all current issues, proposed action for resolution, and status of implementation.

3. A status of action items.

4. A summary of activity planned, including preventive maintenance and renewal of licenses for software and maintenance agreements for hardware, for the next month

5. A summary of License Renewal and Maintenance Agreement executed during the previous month.

d. Format - Contractor's electronic format is acceptable.

e. Submission:

i.. Initial – 30 Days after Contract Start
ii. Final – Contract Completion
iii. Approval – N/A
iv. Frequency – Formal reports shall be submitted monthly. The cutoff date for inputs to monthly reports shall be the 23rd of each month with submittals on the 30th of each month (February 28th). Informal reports shall be submitted weekly every Monday.

AMENDMENT OF SOLICITATION/MODIFICATION OF

CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0008

3. EFFECTIVE DATE SEE BLK 16

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

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0008 is to: 1) insert into Section I.10, FAR clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts in full text.

B. The enclosed replacement pages are provided to implement 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) Michael Zarcaro, Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rodney J. Etchberger, Contracting Officer

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

15C. DATE SIGNED 8/24/04

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

16C. DATE SIGNED 8/30/2004

REMOVE	REPLACE	REMARKS
I-10 through I-14	I-10 through I-16	Insert into Section I.10, in full text, FAR clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts. Section I.10, SECURITY REQUIREMENTS FOR UNCLASSIFIED TECHNOLOGY INFORMATION RESOURCES is changed to Section I.11. Section I.11, OMSBUDSMAN is changed to Section I.12.

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)

I.9 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) (SEPT 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 confidential. See Federal Acquisition Regulation clause **52.204-2** in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-5.

(End of clause)

[illegible]

provided in the schedule of overtime work is approved in advance by the Contracting Officer. Overtime rates shall be reduced prior to acceptance of the overtime rates shall be treated as a dispute under the Disputes clause of this contract. The Schedule provides rates to be used when the premium portion of the rates will be paid only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and Services.

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include its cost of acquisition, storage, handling, and other costs in the cost of material to the extent they are properly allocated from the Contractor's Material Handling cost pool in compliance with cost principles in FAR and Contractor's usual and customary cost practice. Allocation of direct material costs in accordance with the Contractor's standard commercial practice, subject to the limitations in FAR Subpart 31.2, is acceptable.

(3) The Government will reimburse the Contractor for costs of inventory acquired directly to the extent allowable under the Contract.

(4) The Contractor shall maintain records of all purchases for the government, including:

(i) Vendor's name and address;

(ii) Vendor's payment terms and conditions;

(A) In accordance with the terms and conditions of the vendor's invoice;

(B) Ordinarily within 30 days of the invoice or the Contractor's payment request to the government;

(C) If the Government will reimburse the Contractor for interest or other penalties, the Contractor shall pay the invoice within the time specified in the Contract, provided that the Government shall reimburse the Contractor for interest or other penalties only to the extent that the Government has caused the Contractor to incur such interest or other penalties.

(iii) Date of invoice;

(iv) Date of receipt of invoice;

(v) Date of payment;

(vi) Amount of payment;

(vii) Discounts taken;

(viii) Discount terms;

(ix) Discount amount;

(x) Discount due date;

(xi) Discount lost;

(xii) Reason for discount lost;

(xiii) Interest paid;

(xiv) Interest due;

(xv) Interest lost;

(xvi) Reason for interest lost.

(5) The Government will not reimburse the Contractor for any costs arising from the failure or refusal of a supplier or subcontractor of any tier to comply with the terms and conditions of its purchase order or subcontract, if the costs are incurred in the normal course of business, or payment under paragraph (b)(4) of this clause.

(6) To the extent feasible, the Contractor shall:

(i) Obtain materials at the most favorable prices available with due regard to securing prompt delivery of such materials; and

(ii) Take advantage of all discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When it does not take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer in writing of the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or negligence of the Contractor. The Contractor shall make a deduction from gross costs to give effect to such benefit or credit on the part of the Contractor against the fault of the Government.

(7) Over and above the estimated total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to

[illegible]

[illegible]

(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 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Randy K. Gish
Phone: 281-483-0490, Fax: 281-483-2200
Email: randy.k.gish@nasa.gov
DA8/James M. Heflin, Jr.
Phone: 281-483-5428
Email: james.m.heflin@nasa.gov
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

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)
[End of Section]

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0009	SEE BLK 16	4200085952(Y)	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0009 is to: 1) increase the funds obligated from $702,389 to $833,276, a net increase of $130,887.

B. The enclosed replacement pages are provided to implement 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)* Rodney J. Etchberger, 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 9/16/04

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $833,276 presently available for payment and (c)(1) is updated to reflect the funded through date of December 17, 2004.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $833,276 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 17, 2004**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0009 – 9/16/04

(End of clause)

H.4 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.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0010	SEE BLK 16	4200090321 (Y)	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0010 is to: 1) increase the funds obligated from $833,276 to $1,033,276.00, a net increase of $200,000.

B. The enclosed replacement pages are provided to implement 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)* Rodney J. Etchberger, 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 11/17/2004

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $1,033,276.00 presently available for payment and (c)(1) is updated to reflect the funded through date of January 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $1,033,276.00 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

b4

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 31, 2005.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0010

(End of clause)

H.4 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.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO. 0011

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200093089 (Y)

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0011 is to: 1) increase the funds obligated from $1,033,276.00 to $1,053,276.00, a net increase of $20,000.

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, Contracting Officer

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

15C. DATE SIGNED

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

16C. DATE SIGNED 12/13/2004

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $1,053,276.00 presently available for payment and (c)(1) remains January 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $1,053,276.00 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

104

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 0012

3. EFFECTIVE DATE SEE BLK 16

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

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0012 is to: 1) recognize Earned Award Fee for the first evaluation period, May 2, 2004 through November 2, 2004 and 2) calculate the Award Fee as follows:

Award Fee Available for the Period:

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

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) Rodney J. Etchberger, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA BY

16C. DATE SIGNED

(Signature of person authorized to sign)

REMOVE	REPLACE	REMARKS
J-1-6 through J-1-7	J-1-6 through J-1-7	APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS is replaced in its entirety to reflect Award Fee for the first evaluation period May 2, 2004 through November 2, 2004.

Appendix II

SCORE CONVERSION CHART

AWARD FEE SCORE	ADJECTIVE RATING	PERCENTAGE OF AVAILABLE FEE	PERCENTAGE OF ACTUAL AWARD FEE EARNED PAYABLE AS CASH BONUSES TO EMPLOYEES
100		100%	25.00%
99		99.0	24.75
98		98.0	24.50
97		97.0	24.25
96	EXCELLENT	96.0	24.00
95		95.0	23.75
94		94.0	23.50
93		93.0	23.25
92		92.0	23.00
91		91.0	22.75
90		90.0	22.50
89		89.0	22.25
88		88.0	22.00
87		87.0	21.75
86		86.0	21.50
85	VERY GOOD	85.0	21.25
84		84.0	21.00
83		83.0	20.75
82		82.0	20.50
81		81.0	20.25
80		80.0	0.00
79		79.0	0.00
78		78.0	0.00
77		77.0	0.00
76		76.0	0.00
75	GOOD	75.0	0.00
74		74.0	0.00
73		73.0	0.00
72		72.0	0.00
71		71.0	0.00
70		70.0	0.00
69		69.0	0.00
68		68.0	0.00
67		67.0	0.00
66		66.0	0.00
65	SATISFACTORY	65.0	0.00
64		64.0	0.00
63		63.0	0.00
62		62.0	0.00
61		61.0	0.00
60 and below		0.0	0.00

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5				
6				
7				
8				
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 0013

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200093870/93984 (Y)

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0013 is to increase the funds obligated from $1,053,276.00 to $1,084,406, a net increase of $31,130.

B. The enclosed replacement pages are provided to implement 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)* Venessa L. Jankowski, Contracting Officer

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA BY Venessa L. Jankowski *(Signature of Contracting Officer)*

16C. DATE SIGNED 12/21/04

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $1,084,406.00 presently available for payment and (c)(1) remains January 31, 2005.

A. PR 4200093870 - DA Funding - $10,000
B. PR 4200093984 - OA Funding - $21,130

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $1,084,406.00 is presently available for payment and allotted to this contract. This amount is available for payment of labor, ODC, and material handling while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

b4

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 0014

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200096508(Y), 4200096874(Y) & 4200097501(Y)

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696
Phone: 281-244-8439

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

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

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

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0014 is to increase the funds obligated from $1,084,406 to $1,660,406, a net increase of $576,000.

B. The enclosed replacement pages are provided to implement 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)
Michael Zarcaro
Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Rodney J. Etchberger, Contracting Officer

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

15C. DATE SIGNED 1/25/05

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

16C. DATE SIGNED 1/19/2005

NSN 7540-01-152-8070

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $1,660,406 presently available for payment and (c)(1) remains is changed to May 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $1,660,406 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

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Modification 0014

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **May 31, 2005**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0014

(End of clause)

H.4 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.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0015	SEE BLK 16	4200100724 (Y)	

ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696
Phone: 281-244-8439

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you [illegible] 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, [illegible]s received prior to the opening hour and data specified.

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

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0015 is to increase the funds obligated from $1,660,406 to 1,860,406, a net increase of $200,000.

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, 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 2/15/2005

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $1,860,406 presently available for payment and (c)(1) is updated to reflect the funded through date of July 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $1,860,406 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

b4

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 31, 2005.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0015

(End of clause)

H.4 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.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF 4 PAGES

2. AMENDMENT/MODIFICATION NO. 0016

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200101406 (Y)

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696
Phone: 281-244-8439

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

X

10B. DATED *(SEE ITEM 13)* 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

N/A

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0016 is to increase the funds obligated from $1,860,406 to $1,960,406, a net increase of $100,000.

B. The enclosed replacement pages are provided to implement 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)* Rodney J. Etchberger, 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 3/2/2005

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $1,960,406 presently available for payment and (c)(1) remains July 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $1,960,406 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **July 31, 2005**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0015

(End of clause)

H.4 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.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0017

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200109908

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696
Phone: 281-244-8439

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

N/A

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0017 is to increase the funds obligated from $1,960,406 to $2,160,406, a net increase of $200,000.

B. The enclosed replacement pages are provided to implement 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)*
Rodney J. Etchberger, Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

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

16C. DATE SIGNED 4/21/2005

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,160,406 presently available for payment and (c)(1) remains July 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 <u>LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)</u> (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,160,406 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0018	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696
Phone: 281-244-8439

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

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

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

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0018 is to 1) delete page J-4-2 in Section J, Attachment J-4, Government Furnished Property for the Printing and Mail Support Services and 2) delete page J-4-3 in Section J, Attachment J-4, List of Installation- Accountable Government Property for the Printing and Mail Support Services.

B. The enclosed replacement pages are provided to implement 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)	
Michael Zarcaro Business Manager		Rodney J. Etchberger, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 4/29/05	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 5/11/2005

REMOVE	REPLACE	REMARKS
Page J-4-2 through Page J-4-3	Page J-4-2 through Page J-4-3	Section J, ATTACHMENT J-4, GOVERNMENT FURNISHED PROPERTY FOR THE PRINTING AND MAIL SUPPORT SERVICES, and INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY is updated to reflect a revised Government Property Listing.

GOVERNMENT FURNISHED PROPERTY FOR THE PRINTING AND MAIL SUPPORT SERVICES

The following Government equipment is used by the contractor, but leased by NASA

QUANTITY	TYPE
1	Xerox 2101 Workstation Copying Unit*
3	Xerox 6135 Copying Unit
3	Xerox 6060 Workstation Copying Unit
4	Xerox 'Digipath' Workstation Copying Unit**
2	'Solimar' Workstation Copying Unit

* Xerox 2101 Workstation includes 'Fiery' front end (display/CPU)
** Xerox Digipath Workstation includes Display, Scanner and CPU

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0019	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696
Phone: 281-244-8439

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

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

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

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0019 is to 1) delete page C-7, PERFORMANCE REQUIREMENTS SUMMARY, in Section C, STATEMENT OF WORK.

B. The enclosed replacement pages are provided to implement 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)	
Michael Zarcaro Business Manager		Rodney J. Etchberger, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 5/13/05	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 5/24/2005

REMOVE	REPLACE	REMARKS
Page C-7	Page C-7	Section C, STATEMENT OF WORK, Page C-7, PERFORMANCE REQUIREMENTS SUMMARY, SOW 3.1, Duplicating and Printing, the Performance Standard column is revised to reflect the new printing metrics.

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Standard	Performance Measurement	Estimated Amount	Method of Surveillance
SOW 3.1 Duplicating and Printing	All printing requests should be completed within the customers due date unless workload requires negotiating due dates. Negotiate due date must be annotated on the work order. 60% of all requests should be completed within 3 working days. Quality standard is GPO Level III. No more than 5% rejected by customer.	Impressions per year	40,000,000	Random Sampling/ Customer Feedback surveys
SOW 3.2 Mail and Distribution	Accurate (.05% error per performance. period max.) processing of mail and dist. Mail delivery within 24 hours of receipt. Outgoing mail prepared in accordance with US Postal Service Domestic Mail Regulations and NASA and JSC Mail Handling Procedures, and processed within 24 hours for receipt. Local post office storage limits for NASA mail shall not be exceeded.	Total pieces per year	6,000,000	Random Sampling/ Customer Feedback surveys

*Customer Satisfaction scores are as listed in DRD-02 (Metrics Report).

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0020	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696

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

COPY

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

COPY

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0020 is to: 1) recognize Earned Award Fee for the second evaluation period, November 3, 2004 through May 2, 2005 and 2) calculate the Award Fee as follows:

Award Fee Available for the Period:

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

COPY

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.

NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rodney J. Etchberger, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY R J Etchberger	16C. DATE SIGNED 5/11/04

REMOVE	REPLACE	REMARKS
J-1-6 through J-1-7	J-1-6 through J-1-7	APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS is replaced in its entirety to reflect Award Fee for the second evaluation period November 3, 2004 to May 2, 2005.

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)*
0021	SEE BLK 16	4200114089 (Y)	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696
Phone: 281-244-8439

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A INCREASE: $50,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0021 is to increase the funds obligated from $2,160,406 to $2,210,406 a net increase of $50,000.

B. The enclosed replacement pages are provided to implement 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)* Rodney J. Etchberger, 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 5/24/2005

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,210,406 presently available for payment and (c)(1) is updated to reflect the funded through date of July 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,210,406 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of ; is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

b4

AMENDMENT OF SOLICITATION/MODIFICATION OF

CONTRACT ID CODE	PAGE	OF PAGES
	1	15

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0022	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0022 is to: 1) incorporate into Section J, Attachment J-6 of the contract Revision No. 25 to Wage Determination (WD) 94-2516, dated May 3, 2005.

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, 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 5/26/2005

REMOVE	REPLACE	REMARKS
J-6-2 through J-6-13	J-6-2 through J-6-13	Section J, Attachment J-6 is updated to incorporate Revision 25 to WD 94-2516.

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. 32140

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)*

Month	Day	Year
05	03	05

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

II: Printing and Mail Support Services
Contract Period: 05/03/05 to 05/02/06

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

GeoControl Systems, Inc.
5330 Griggs Road, Suite G101
Houston, TX 77021-3700

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
Connie R. Pritchard	05-18-05
TYPE OR PRINT NAME Connie R. Pritchard Contract Labor Relations Officer	TELEPHONE NO. 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.
94-2516, Rev 25

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)

Modification 0022 - 05/26/05

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 32140

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
General Clerk, I	4	GS-1 $9.22
General Clerk, II	3	GS-2 $10.37
General Clerk, III	1	GS-3 $11.31
General Clerk, IV	4	GS-4 $12.70
Duplicating Machine Operator	9	GS-3 $11.31
Production Control Clerk	1	GS-6 $15.83
Computer Systems Analyst, I	1	GS-9 $21.52

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2516
Revision No.: 25
Date of Revision: 03/01/2005

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

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 $2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

1. CONTRACT ID CODE

PAGE 1 OF 4 PAGES

2. AMENDMENT/MODIFICATION NO. 0023

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200116336/4200056179

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0023 is to increase the funds obligated from $2,210,406 to $2,302,359.30, a net increase of $91,953.32

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, 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 6/14/2005

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,302,359 presently available for payment and (c)(1) is updated to reflect the funded through date of July 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,302,359 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0024	SEE BLK 16	4200119523	

6. BY CODE BJ2

.SA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0024 is to increase the funds obligated from $2,302,359.32 to $2,332,359.32, a net increase of $30,000.00

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, 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 6/27/2005

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,332,359.32 presently available for payment and (c)(1) is updated to reflect the funded through date of July 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,332,359 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 0025

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200116336

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0025 is to: 1) correct an administrative error and 2) decrease the funds obligated from $2,332,359.32 to $2,289,531.32, a decrease of $42,828.00 due to the fact that the above Purchase Request was inadvertently applied to the wrong contract.

B. The enclosed replacement pages are provided to implement 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)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Rodney J. Etchberger, Contracting Officer

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

16C. DATE SIGNED 7/21/2005

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,289,531.32 presently available for payment and (c)(1) is updated to reflect the funded through date of July 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,289,531 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0026	SEE BLK 16	4200126889	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A INCREASE: $241,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0026 is to increase the funds obligated from $2,289,531 to $2,530,531, a net increase of $241,000.00.

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, 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 8/17/2005

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,530,531 presently available for payment and (c)(1) is updated to reflect the funded through date of October 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,530,531 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

Modification 0026

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **October 31, 2005.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0026

(End of clause)

H.4 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.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

2. AMENDMENT/MODIFICATION NO. 0027

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200129278

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A Increase: $150,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0027 is to increase the funds obligated from $2,530,531 to $2,680,531, a net increase of $150,000.00.

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, 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 8/30/2005

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,680,531 presently available for payment and (c)(1) is updated to reflect the funded through date of December 31, 2005.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION (ALTERNATE I) (AUG 2003) (ALTERNATE II) (AUG 2003)

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORTING LICENSES
1852.236-73	DEC 1988	HURRICANE PLAN
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING

III. FULL TEXT CLAUSES

H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,680,531 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

Modification 0027

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 31, 2005.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0027

(End of clause)

H.4 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.5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's proposal dated March 1, 2004, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.6 (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:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0028	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2
NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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: the changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Supplemental Agreement No. 0028 is to 1) make changes to Section B.5, IDIQ TASK ~~ORDER~~ ESTIMATING – FFP.

B. The enclosed replacement pages are provided to implement 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)
Michael Zarcaro Business Manager	Rodney J. Etchberger, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/14/05	BY (Signature of Contracting Officer)	9/20/2005

REMOVE	REPLACE	REMARKS
B-1 and B-2	B-1 and B-2	Section B.5, IDIQ TASK ORDER ESTIMATING - FFP, A. Fully Burdenened Labor Rates has been updated to reflect an adjustment in the Billing Rate and Overtime Billing Rate for a Mail Clerk I & II in accordance with Section J, Attachment J-6 of the contract Revision No. 25 Wage Determination (WD) 94-2516 dated May 18, 2005.
F-3 through F-6	F-3 through F-6	Section F.4, OPTION TO EXTEND COMPLETION DATE (JSC 52.217-90) (OCT 1996), OPTION 1 (May 3, 2006 – May 2, 2007) – Contract Year 3, IDIQ FP Contract Fully Burdened Rates, OPTION 2 (May 3, 2007 – May 2, 2008) – Contract Year 4, OPTION 3 (May 3, 2008 - May 2, 2009) – Contract Year 5 has been updated to reflect the same changes stated as above in Section B.5.

SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

B1. 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 REGULATIONS (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE

No FAR by-reference clauses in Section B

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section B

III. FULL TEXT CLAUSES

B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the services to be provided in accordance with the Statement of Work in Section C. This contract is for Printing and Mail Service Support Services (PAMSS) for the Johnson Space Center (JSC) Using firm fixed price, Indefinite Delivery/Indefinite Quantity (IDIQ) contracting methods. These methods provide for the acquisition of necessary labor, supplies, and other services of a recurring nature that cannot be sufficiently identified, predetermined, or qualified in advance. The contract also incorporates an award fee provision for the work to be performed.

(b) The contractor is required to furnish all the services identified in the Statement of Work. These services shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity" found in Section I. The Government's obligation for the indefinite quantity is limited to that specified in Clause B.3.

(End of clause)

B.3 IDIQ GUARANTEED MINIMUM QUANTITY OF WORK

(a) The guaranteed minimum contract value of work that will be ordered under this contract, and which will be initiated through the issuance of fixed-price task orders shall be $50,000 per contract year. The maximum value that can be ordered under the IDIQ provisions of this contract is $2,000,000 per contract year. This amount includes both price and Award fee.

(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 any contract price.

(End of clause)

The following contract clause B.4 is for all IDIQ/FP task orders.

B.4 FIXED PRICE AND AWARD FEE (NFS 1852.216-85) (SEP 1993) - MODIFICATION FOR FIXED PRICE AWARD FEE CONTRACT (OCTOBER 1997)

The fixed price of contract year 1 is The maximum available award fee is Total fixed price and maximum award fee for year 1 are

The fixed price of contract year 2 is The maximum available award fee is Total fixed price and maximum award fee for year 2 are _____

The price of the fully burdened direct labor cost, ODC, and material handling is . The maximum available award fee is . Total price and award fee are

(End of clause)

B.5 IDIQ TASK ORDER ESTIMATING - FFP

These pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

IDIQ FP Contract Fully Burdened Rates

64

F.4 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 (May 3, 2006 – May 2, 2007) - Contract Year 3

B.4 entitled "Fixed Price Award Fee" shall be modified to add year 3 pricing to the contract.

The fixed price of contract year 3 is The maximum available award fee is Total fixed price and maximum award fee for year 3 are '

The price of the fully burdened direct labor cost, ODC, and material handling is The maximum available award fee is Total price and award fee are '

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2007.**

Attachment J-1, Appendix III entitled "Award Fee Available Evaluation Periods" shall be modified to add periods 5 and 6 in the amounts of

I.4 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 **May 2, 2007**."

IDIQ FP Contract Fully Burdened Rates

b4

<u>OPTION 2 (May 3, 2007 – May 2, 2008)</u> – Contract Year 4

B.4 entitled "Fixed Price Award Fee" shall be modified to add year 4 pricing to the contract.

The fixed price of contract year 4 is The maximum available award fee is Total fixed price and maximum award fee for year 4 are

The price of the fully burdened direct labor cost, ODC, and material handling is _____ The maximum available award fee is _____ Total price and award fee are

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2008**.

Attachment J-1, Appendix III entitled "Award Fee Available Evaluation Periods" shall be modified to add periods 7 and 8 in the amounts of

IDIQ FP Contract Fully Burdened Rates

I.4 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 **May 2, 2008.**"

<u>OPTION 3 (May 3, 2008 – May 2, 2009)</u> – Contract Year 5

B.4 entitled "Fixed Price Award Fee" shall be modified to add year 5 pricing to the contract.

The fixed price of contract year 5 is The maximum available award fee is Total fixed price and maximum award fee for year 5 are

The price of the fully burdened direct labor cost, ODC, and material handling is The maximum available award fee is __ Total price and award fee are

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2009.**

Attachment J-1, Appendix III entitled "Award Fee Available Evaluation Periods" shall be modified to add periods 9 and 10 in the amounts of

IDIQ FP Contract Fully Burdened Rates

I.4 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 **May 2, 2009**."

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
0029	SEE BLK 16	4200100724	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Decrease: $175,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0029 is to decrease the funds obligated from $2,680,531 to $2,505,531, a decrease of $175,000.00

B. The enclosed replacement pages are provided to implement 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) Rodney J. Etchberger, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ R.Etchberger (Signature of Contracting Officer)	16C. DATE SIGNED 9/15/05

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of 2,505.531 presently available for payment and (c)(1) remains the same.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$2,505,531** is presently available for payment and allotted to this contract. This amount, **is available for payment of labor, ODC, and material handling, while the balance of . is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)*
0030	SEE BLK 16	4200132681	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Increase: $100,00

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0030 is to decrease the funds obligated from $2,505,531 to $2,605,531 a increase of $100,000

B. The enclosed replacement pages are provided to implement 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)* Rodney J. Etchberger, Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ R.Etchberger *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/21/05

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,605,531 presently available for payment and (c)(1) remains the same.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$2,605,531** is presently available for payment and allotted to this contract. **This amount, is available for payment of labor, ODC, and material handling, while the balance of s available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0031	SEE BLK 16	4200136506	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✔) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $200,000

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT OROER 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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0031 is to increase the funds obligated from $2,605,531 to $2,805,531 a net increase of $200,000.00.

B. The enclosed replacement pages are provided to implement 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 B. Emmitte, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ L. Emmitte (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/05

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,805,531 presently available for payment and (c)(1) is changed to January 10, 2006.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of 2,805,531 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0032	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Gail Rollins
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 Ext. 107 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0032 is to: 1) recognize Earned Award Fee for the third evaluation period, May 3, 2005 through November 2, 2005 and 2) calculate the Award Fee as follows:

Award Fee Available for the Period:

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

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) Gregory J. Della Longa, 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

REMOVE	REPLACE	REMARKS
J-1-6 through J-1-7	J-1-6 through J-1-7	APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS is replaced in its entirety to reflect Award Fee for the third evaluation period May 3, 2005 to November 2, 2005.

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 10, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in

paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

APPENDIX III

AWARD FEE AVAILABLE EVALUATION PERIODS

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5				
6				
7				
8				
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0033	SEE BLK 16	4200139666 (Y)	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $25,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0033 is to increase the funds obligated from $2,805,531 to $2,830,531 a net increase of $25,000.00.

B. The enclosed replacement pages are provided to implement 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 B. Emmitte, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ L Emmitte BY (Signature of Contracting Officer)	16C. DATE SIGNED 12/20/05

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $2,830,531 presently available for payment and (c)(1) is changed to January 31, 2006.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $2,830,531 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of s available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 31, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in

paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)*
0034	SEE BLK 16	4200143783, 4200143808	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Increase: $295,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0034 is to increase the funds obligated from $2,830,531 to $3,125,531 a net increase of $295,000.00.

B. The enclosed replacement pages are provided to implement 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)* Fran 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 1/27/06

REMOVE	REPLACE	REMARKS
H-1 through H-4	H-1 through H-4	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $3,125,531 presently available for payment and (c)(1) is changed to May 1, 2006.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$3,125,531** is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **May 1, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in

paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0034

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		15

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0035	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Andrea Browne
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✔)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0035 is to: 1) incorporate into Section J, Attachment J-6 of the contract Revision No. 26 to Wage Determination (WD) 94-2516, dated May 3, 2006.

B. The enclosed replacement pages are provided to implement 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 *Original signed by: L. K. DeClaire* *(Signature of Contracting Officer)*	16C. DATE SIGNED 2/22/06

REMOVE	REPLACE	REMARKS
J-6-2 through J-6-13	J-6-2 through J-6-13	Section J, Attachment J-6 is updated to incorporate Revision 26 to WD 94-2516.

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. 41263

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)*

Month	Day	Year
05	03	06

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

II: Printing and Mail Support Services
Contract Period: 05/03/06 to 05/02/07

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

GeoControl Systems, Inc.
5330 Griggs Road, Suite G101
Houston, TX 77021-3700

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	02/07/06
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.
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)

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 41263

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
General Clerk, I	5	GS-1 $9.90
General Clerk, II	3	GS-2 $11.13
General Clerk, III	1	GS-3 $12.15
General Clerk, IV	3	GS-4 $13.64
Duplicating Machine Operator	8	GS-3 $12.15
Production Control Clerk	1	GS-6 $17.01
Computer Systems Analyst, I	1	GS-9 $23.12

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

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

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	

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 $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 "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

1. CONTRACT ID CODE

PAGE 1 OF 7 PAGES

2. AMENDMENT/MODIFICATION NO. 0036

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200147310 (Y)

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

COPY

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $30,000

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

	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 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. 0036 is to increase the funds obligated from $3,125,531 to $3,155,531 a net increase of $30,000.00.

B. The enclosed replacement pages are provided to implement 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 Laurie K. DeClaire (Signature of Contracting Officer)

16C. DATE SIGNED 2-22-06

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $3,155,531 is presently available for payment and allotted to this contract. This amount [illegible] is available for payment of labor, ODC and material handling, while the balance of [illegible] is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

Modification 0036

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until April 25, 2006.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be *modified accordingly*.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0036

AMENDMENT OF SOLICITATION/MODIFICATION OF

2. AMENDMENT/MODIFICATION NO. 0037	3. EFFECTIVE DATE SEE BLK 16	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2
NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, county, State and ZIP Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not 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 Supplemental Agreement No. 0037 is to: 1) replace Section I.10, FAR clause 52.232-7 (December 2002),

B. The enclosed replacement pages are provided to implement 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, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Zarcaro, Business Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 4/4/04	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 4-14-04

REMOVE	REPLACE	REMARKS
H-1 through H-2	H-1 through H-2	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $3,155,531.32 presently available for payment.
I-11 through I-14	I-11 through I-14	Replace Section I.10 FAR clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (December 2002) with Section I.10 FAR clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (August 2005).
J-2-3 through J-2-4	J-2-3 through J-2-4	Data Requirements List (DRL) is updated to add Data Requirements Document (DRD) No. 15 (Monthly Financial Management Report).
	J-3-33 through J-3-35	Add DRD 15, Monthly Financial Management Report.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $3,155,531.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

Modification 0037

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)

I.9 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) (SEPT 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 confidential. See Federal Acquisition Regulation clause **52.204-2** in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-5.

(End of clause)

I.10 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FAR 52.232-7) (DEC 2005)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the

amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor—

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall—

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor

as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(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.

ATTACHMENT J-2
Printing and Mail Support Services (PAMSS)
JSC DATA REQUIREMENTS LIST (DRL)
Based on JSC-STD-123

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-09	**Monthly Safety and Health Metrics**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [x] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-10	**Safety and Health Program Self Evaluation**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [ ] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-011	**Hurricane/Severe Weather/Emergency Plan**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [X] (1) Written approval [ ] (2) Mandatory Submittal [ ] (3) Submitted upon request

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-12	**I/T Security Plan Submittal**	See DRD		See DRD	Per DRD and CO Letter

7. Data type: [ ] (1) Written approval [x] (2) Mandatory Submittal [ ] (3) Submitted upon request

See DRD

8. Distribution *(Continue on a blank sheet if needed)*
As per DRD and Contracting Officer's letter

9. Remarks

ATTACHMENT J-2
Printing and Mail Support Services (PAMSS)
JSC DATA REQUIREMENTS LIST (DRL)
Based on JSC-STD-123

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-13	**Safety, Reliability Lessons Learned**	See DRD		See DRD	Per DRD and CO Letter
7. Data type:	[x] (1) Written approval	[x] (2) Mandatory Submittal		[ ] (3) Submitted upon request	
	8. Distribution *(Continue on a blank sheet if needed)* As per DRD and Contracting Officer's letter		9. Remarks		

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-14	**Information Technology (IT) Capital Planning and Investment Control (CPIC)**	See DRD	05/01/04	See DRD	Per DRD and CO Letter
7. Data type:	[ ] (1) Written approval	[ ] (2) Mandatory Submittal		[ ] (3) Submitted upon request	
	8. Distribution *(Continue on a blank sheet if needed)* As per DRD and Contracting Officer's letter		9. Remarks		

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
PAMSS-15	Monthly Financial Management Report	See DRD		See DRD	Per DRD and CO Letter
7. Data type:	[ ] (1) Written approval	[ ] (2) Mandatory Submittal		[ ] (3) Submitted upon request	
	8. Distribution *(Continue on a blank sheet if needed)* As per DRD and Contracting Officer's letter		9. Remarks		

1. Line item no.	2. DRD Title	3. Frequency	4. As-of-Date	5. 1st subm. date	6. Copies a. type b. number
7. Data type:	[ ] (1) Written approval	[ ] (2) Mandatory Submittal		[ ] (3) Submitted upon request	
See DRD	8. Distribution *(Continue on a blank sheet if needed)*		9. Remarks		

JSC DATA REQUIREMENTS DESCRIPTION (DRD)
(Based on JSC STD-123)

1. DRD Title	2. Current Version Date	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
DRD-15 Monthly Financial Management Report	3/27/06 (replaces 04/01 version)	15	NNJ04JA65B

4. USE (Define need for, intended use of, and/or anticipated results of data)

Monthly Financial Report to enter hours and costs monthly in NASA's financial system.

5. DRD Category: *(check one)* ☐ Technical ☒ Administrative ☐ SR&QA

6. References *(Optional)*

7. Interrelationships *(e.g., with other DRDs) (Optional)*

8. Preparation Information (Include complete instructions for document preparation)

a. Data Type – Type 2 Mandatory Submittal

b. Scope - The Contractor shall provide a Monthly Financial Management Report which will include planned, estimated, and actual cost and hours.

c. Content:

Hours: The actual and planned hours for the current reporting period, cum to date actual and planned hours, and estimated hours for the next reporting period.

Cost: The actual and planned cost for the current reporting period, cum to date actuals and planned cost, and estimated cost for the next reporting period. Cost for all periods should also include fee.

There may be no relationship between the next month's estimate and the budgeted plan.

d. *Format – Columns containing Description, Current Period Actual, Current Period Budgeted Plan,* Next Month's Estimate, Cumulative Actual, Cumulative Budgeted Plan, and Cumulative Variance (see Exhibit 1)

e. Submission: Report due not later than the 20th of every month with the exception of when that day falls on a weekend. When the 20th of the month falls on a weekend, the report is due the Friday before that weekend.

The due date reflects the date the monthly financial management report is received by personnel on the distribution list, not the date the report is generated by the contractor. It is critical that the report is submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system. All data should be electronically distributed in Microsoft excel format.

f. Excel Distribution via Electronic Mail: Distribution delivered electronically via email will serve as the official monthly management report and will be sent to the distribution specified below via their email accounts (Exhibit 2) plus any additional distribution per Contracting Officer's Letter.

BJ2 Contracting Officer
BJ2 Contract Specialist
IS444 Contracting Officer's Technical Representative
LF FMD Cost Accountant
LF Cost Accounting Inbox
LI2 Resources Analyst

Exhibit 2

Email Distribution:

LAURIE K. DECLAIRE (JSC-BJ) (NASA); PROCKNOW, LARA N. (JSC-BJ) (NASA); DICKSON, PATRICIA A. (PAT) (JSC-IS4) (NASA); BECERRA, HUMBERTO (JSC-LF) (NASA); Jsc-costs533@ndc.nasa.gov; STALEY, BRENDA P. (JSC-LI) (NASA)

Exhibit 1 PAMSS Monthly Cost Management Report
For the Month of: _____

MAIL & DISTRIBUTION Description	Current Period Actual	Current Period Budget Plan	Next Month Estimate	Cumulative Actual	Cumulative Budget Plan	Cumulative Variance
LABOR HOURS						
TOTAL LABOR HOURS	Sum	Sum	Sum	Sum	Sum	Sum
BILLING RATES						
TOTAL LABOR COST	Sum	Sum	Sum	Sum	Sum	Sum

DUPLICATION & PRINTING Description	Current Period Actual	Current Period Budget Plan	Next Month Estimate	Cumulative Actual	Cumulative Budget Plan	Cumulative Variance
LABOR HOURS						
TOTAL LABOR HOURS	Sum	Sum	Sum	Sum	Sum	Sum
BILLING RATES						
TOTAL LABOR COST	Sum	Sum	Sum	Sum	Sum	Sum

OTHER DIRECT COST Description	Current Period Actual	Current Period Budget Plan	Next Month Estimate	Cumulative Actual	Cumulative Budget Plan	Cumulative Variance
Material, Maintenance, & Truck Lease						
Travel						
Subtotal	Sum	Sum	Sum	Sum	Sum	Sum
Material Handling Charge						
TOTAL ODC COST	Sum	Sum	Sum	Sum	Sum	Sum

FEE						
TOTAL PRICE	Fee + Total Cost	Fee + Total Cost	Fee + Total Cost	Fee + Total Cost	Fee + Total Cost	Fee + Total Cost

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
0038	SEE BLK 16	4200151578 (Y), 4200151716 (Y)	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $205,000

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

	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 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. 0038 is to increase the funds obligated from $3,155,531.32 to $3,360,531.32 a net increase of $205,000.00.

B. The enclosed replacement pages are provided to implement 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	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)	3-27-06

REMOVE	REPLACE	REMARKS
H-1 through H-5	H-1 through H-5	Clause H.3 (a) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) is updated to reflect a sum of $3,360,531.32 presently available for payment and (c)(1) is changed to June 30, 2006.

(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.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $3,360,531.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

Modification 0038

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **June 30, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Modification 0038

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		9

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0039	SEE BLK 16C.	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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.4 "Option to Extend the Period of Performance" (JSC 52.217-90) (OCT 1996)

E. IMPORTANT: Contractor is not 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. 0039 is to exercise Option 1. Pursuant to Clause F.4 "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. The enclosed replacement pages are provided to implement 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	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)	3-5-06

REMOVE	REPLACE	REMARKS
B-1 through B-2	B-1 through B-2	Clause B.4 entitled "FIXED PRICE AND AWARD FEE (NFS 1852.216-85) (SEP 1993) - MODIFICATION FOR FIXED PRICE AWARD FEE CONTRACT (OCTOBER 1997)" is updated to add year 3 pricing to the contract.
F-1 through F-2	F-1 through F-2	Clause F.2 entitled "COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)" is modified to extend the ending date of the contract to **May 2, 2007.**
I-5 through I-6	I-5 through I-6	I.4 entitled "INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995):" 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 **May 2, 2007**."
J-1-7	J-1-7	Attachment J-1, Appendix III entitled "AWARD FEE AVAILABLE EVALUATION PERIODS" shall be modified to add periods 5 and 6 in the amounts of

The following contract clause B.4 is for all IDIQ/FP task orders.

B.4 FIXED PRICE AND AWARD FEE (NFS 1852.216-85) (SEP 1993) - MODIFICATION FOR FIXED PRICE AWARD FEE CONTRACT (OCTOBER 1997)

The fixed price of contract year 1 is The maximum available award fee is . Total fixed price and maximum award fee for year 1 are .

The fixed price of contract year 2 is The maximum available award fee is Total fixed price and maximum award fee for year 2 are

The fixed price of contract year 3 is The maximum available award fee is Total fixed price and maximum award fee for year 3 are

The price of the fully burdened direct labor cost, ODC, and material handling is The maximum available award fee is Total price and award fee are

(End of clause)

B.5 IDIQ TASK ORDER ESTIMATING - FFP

These pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section F

(End of clause)

F.2 COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before May 2, 2007.

(End of clause)

F.3 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the Statement of Work (SOW).

(2) The Contractor shall have up to 14 calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that

(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 May 2, 2007.

(End of clause)

I.5 NOTICE OF TOTAL HUBZONE SET-ASIDE (FAR 52.219-3) (JAN 1999)

(a) *Definition.* "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
(b) *General.* (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.
(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.
(c) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.
(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.6 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 Attachment J-6

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0040	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not 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. 0040 is to (1) add Option Year 1 Rates to Section B.5 IDIQ TASK ORDER ESTIMATING – FFP; (2) correct an administrative error in the calculation of total price and award fee for Section F.4 OPTION TO EXTEND COMPLETION DATE (JSC 52.217-90) (OCT 1996) for OPTION 2 (May 3, 2007 – May 2, 2008) – Contract Year 4; & (3) change the point of contact from Gail Rollins to Lara Procknow in the Attention line of Section G.8 Submission of Invoices (JSC 52.232-90) (OCT 1993).

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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)	
Michael Zarcaro Vice - President		Laurie K. DeClaire, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 5/15/06	16B. UNITED STATES OF AMERICA BY Laurie K. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 5-22-06

1) B.5 IDIQ TASK ORDER ESTIMATING - FFP

These pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

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(End of clause)

[illegible]

OPTION 2 (May 3, 2007 – May 2, 2008) – Contract Year 4

B.1 entitled "[illegible]" shall be modified to add [illegible]

The fixed price of [illegible] is _____. The maximum available award fee is [illegible] Total fixed price and maximum award fee for year 4 are [illegible]

The price of the fully burdened direct labor cost (DLC) and [illegible] is [illegible]. The maximum available award fee is [illegible] Total price and award fee are [illegible]

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2008.**

Attachment J-1 Appendix H entitled "Award Fee Available Evaluation Periods" shall be modified to add periods 7 and 8 in the amounts of $41,653.

IDIQ FP Contract Fully Burdened Rates

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I.4 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 **May 2, 2008**."

3) G.8 SUBMISSION OF INVOICES (JSC 52.232-90) (OCT 1993)

Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract and order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Invoices shall be submitted to:

NASA Johnson Space Center
Attn: BJ2/Lara Procknow
2101 NASA Parkway
Houston, Texas 77058-3696

In the event that amounts are withheld from payment in accordance with the New Technology Clause or other provisions of this contract, a separate invoice for the amount withheld will be required before payment for the amount may be made.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO. 0041

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200159265 (Y)

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

	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 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. 0041 is to increase the funds obligated from $3,360,531.32 to $3,560,531.32 a net increase of $200,000.00.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 5-23-06

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $3,560,531.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of , available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **June 30, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in

paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

PAID

DATE 4/5/06

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

FEE IS PER GAL. FIXED FEE OR AD VALORE FEE (SEP 1993)

IMPORTANT: Delivery not to be made to this address on purchase, no return copies to the issuing office.

A. Section J-1-7, APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS, is replaced in its entirety to reflect Award Fee for the for the fourth evaluation period, November 3, 2005 through May 2, 2006:

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7				
8				
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO. 0043

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200164156 (Y), 4200164159 (Y)

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

COPY

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $190,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0041 is to increase the funds obligated from $3,560,531.32 to $3,750,531.32 a net increase of $190,000.00.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 6-27-04

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $3,750,531.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of ; available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **August 31, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in

paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF 15 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
0055	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0055 is to: 1) incorporate into Section J, Attachment J-6 of the contract Revision No. 3 to Wage Determination (WD) 2005-2516, dated May 3, 2007.

B. The enclosed replacement pages are provided to implement 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 Laurie K. DeClaire (Signature of Contracting Officer)	16C. DATE SIGNED 4-20-07

REMOVE	REPLACE	REMARKS
J-6-2 through J-6-13	J-6-2 through J-6-13	Section J, Attachment J-6 is updated to incorporate Revision 3 to WD 2005-2516.

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.
NASA
52276

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)*

Month	Day	Year
05	03	07

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

IV: Printing and Mail Support Services
Contract Period: 05/03/07 to 05/02/08

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

GeoControl Systems, Inc.
5330 Griggs Road, Suite G101
Houston, TX 77021-3700

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	04/10/07
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.
2005-2516, Rev 3

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 52276
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
General Clerk, I	2	GS-2 $11.35
General Clerk, II	6	GS-3 $12.38
General Clerk, III	4	GS-4 $13.90
Computer Systems Analyst, I	1	GS-9 $23.56
Duplicating Machine Operator	8	GS-3 $12.38
Production Control Clerk	1	GS-6 $17.33

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.: 3
Date of Last Revision: 12/06/2006

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

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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	12.52
01012 - Accounting Clerk II	14.06
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	22.76
01040 - Court Reporter	18.01
01051 - Data Entry Operator I	11.36
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	12.98
01090 - Duplicating Machine Operator	12.98
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	10.86
01191 - Order Clerk I	13.36
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	22.76
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.30
01532 - Travel Clerk II	13.36
01533 - Travel Clerk III	14.18
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	9.17
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	7.71
11090 - Gardener	13.35
11122 - Housekeeping Aide	7.71
11150 - Janitor	8.17

11210 - Laborer, Grounds Maintenance	10.63
11240 - Maid or Houseman	7.27
11260 - Pruner	8.17
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	10.63
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	20.24
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.12
12035 - Electroneurodiagnostic Technologist	23.12
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	15.57
12072 - Licensed Practical Nurse II	17.47
12073 - Licensed Practical Nurse III	18.81
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	14.44
12210 - Nuclear Medicine Technologist	28.64
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	13.64
12250 - Pharmacy Technician	14.41
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	22.89
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	39.12
12316 - Registered Nurse IV	43.48
12317 - Scheduler (Drug and Alcohol Testing)	18.90

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	23.29
13050 - Library Aide/Clerk	9.87
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	13.25
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.56
13063 - Media Specialist III	18.46
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	14.80
14042 - Computer Operator II	16.62
14043 - Computer Operator III	18.46
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)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.80
14160 - Personal Computer Support Technician	22.60

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81
15030 - Air Crew Training Devices Instructor (Pilot)	35.70
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	28.73
15070 - Flight Instructor (Pilot)	35.70
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	8.49
16030 - Counter Attendant	8.49
16040 - Dry Cleaner	9.00
16070 - Finisher, Flatwork, Machine	8.49
16090 - Presser, Hand	8.49
16110 - Presser, Machine, Drycleaning	8.49

16130 - Presser, Machine, Shirts	8.49
16160 - Presser, Machine, Wearing Apparel, Laundry	8.49
16190 - Sewing Machine Operator	11.55
16220 - Tailor	12.42
16250 - Washer, Machine	9.32
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	10.55
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	12.49
21130 - Shipping/Receiving Clerk	12.49
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	26.66
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.66
23023 - Aircraft Mechanic III	27.99
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft, Painter	20.15
23060 - Aircraft Servicer	22.11
23080 - Aircraft Worker	23.30
23110 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	17.50
23182 - Electronics Technician Maintenance II	21.33
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
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	25.39
23381 - Ground Support Equipment Servicer	22.11

23382 - Ground Support Equipment Worker	23.30
23391 - Gunsmith I	13.67
23392 - Gunsmith II	15.79
23393 - Gunsmith III	17.67
23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.67
23465 - Laboratory/Shelter Mechanic	16.81
23470 - Laborer	10.62
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.08
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	17.67
23592 - Metrology Technician II	18.44
23593 - Metrology Technician III	19.22
23640 - Millwright	20.25
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.67
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23931 - Telecommunications Mechanic I	21.33
23932 - Telecommunications Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.67
23970 - Woodcraft Worker	17.67
23980 - Woodworker	11.30
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.36
24620 - Family Readiness and Support Services Coordinator	11.05
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	13.64
28310 - Lifeguard	12.15
28350 - Park Attendant (Aide)	15.26
28510 - Recreation Aide/Health Facility Attendant	11.13
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.15
28690 - Swimming Pool Operator	14.41

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16
29041 - Stevedore I	15.12
29042 - Stevedore II	17.29

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
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	21.72
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	17.80
30362 - Paralegal/Legal Assistant II	21.38
30363 - Paralegal/Legal Assistant III	26.62
30364 - Paralegal/Legal Assistant IV	29.59
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	18.90
30462 - Technical Writer II	23.12
30463 - Technical Writer III	26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12
30492 - Unexploded Ordnance (UXO) Technician II	27.97
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12
30620 - Weather Observer, Combined Upper Air or Surface Programs (3)	19.79
30621 - Weather Observer, Senior (3)	23.99
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.98
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	12.98
31362 - Truckdriver, Medium	15.34
31363 - Truckdriver, Heavy	16.39
31364 - Truckdriver, Tractor-Trailer	16.39
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	11.24
99711 - Recycling Specialist	13.71
99730 - Refuse Collector	10.03
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 $3.01 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: 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) 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 OF PAGES
	1 / 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0056	See Block 16C	See block 14	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: Scott Hansen/BJ2
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: Scott Hansen/BJ2
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $430,000.00

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

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

A. The purpose of this Administrative Modification No. 0056 is to (1) increase the funds obligated from $4,825,773.32 to $5,255,773.32 a net increase of $430,000.

B. The enclosed replacement pages are provided to implement those changes identified in paragraph A. above. All Changes to the text are identified within the shaded areas.

PR#'s: 4200199108 ($30,000); 4200198866 ($300,000); & 4200194911 ($100,000)

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 04/25/2007

H.3 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No 1 the sum of $5,255,773.32 is presently available for payment and allotted to this contract. This amount, s available for payment of labor, ODC, and material handling, while the balance of s available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted.

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	*Amounts*
April-04	$
August-04	$
December-04	$
April-05	$
August-05	$
December-05	$
April-06	$
August-06	$
December-06	$
March-07	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **June 1, 2007.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall upon the Contractor's written request terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target billing and ceiling prices where applicable) of the items to be delivered or services to be rendered

Funding Mod to PAMSS (NNL04AA65B)
4/25/2007

MOD 56	
starting mod value	$ 4,825,773.32
+ PR 4200199108	$ 30,000.00
+ PR 4200198866	$ 300,000.00
+ PR 4200194911	$ 100,000.00
= new mod value	$ 5,255,773.32

Put in Section H.3 (a) of the contract

PR amounts	
+ PR 4200198866	$ 300,000.00
+ PR 4200194911	$ 100,000.00
+ PR 4200199108	$ 30,000.00
TOTAL PRs	**$ 430,000.00**

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
000083	See Block 16C		

6. ISSUED BY — CODE BJ2/JHT

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Maria Alberty
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

EARNED AWARD FEE PAYMENT

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

	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 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 9th performance evaluation period, May 03, 2008 through November 02, 2008. Amount of payment due:

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 1/5/09

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)
0058	See Block 16C	See block 14	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: Lara Procknow/BJ2
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: Lara Procknow/BJ2
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $341,000.00

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

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

A. The purpose of this Administrative Modification No. 0058 is to (1) increase the funds obligated from $5,255,773.32 to $5,596,773.32 a net increase of $341,000.

B. The enclosed replacement pages are provided to implement those changes identified in paragraph A. above. All Changes to the text are identified within the shaded areas.

PR#'s: 4200212611 ($15,000); 4200212473 ($50,000); 4200212368 (50,000); 4200211119 ($22,000) & 4200206280 ($204,000)

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 07/26/2007

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:

   Award Fee Earned
   Less: Provisional Award Fee Paid
   Total Amount to be Paid to Contractor

2. Section J-1, Appendix III "Award Fee Available", is replaced in its entirety to reflect Award Fee earned for the 9th performance evaluation period, May 02, 2008 through November 03, 2008:

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004	-	-	
2	November 3, 2004 – May 2, 2005	-	-	
3	May 3, 2005 – November 2, 2005	-	-	
4	November 3, 2005 – May 2, 2006	-	-	
5	May 3, 2006 – November 2, 2006	-	-	
6	November 3, 2006 – May 2, 2007	-	-	
7	May 3, 2007 – November 2, 2007	-	-	
8	November 3, 2007 – May 2, 2008	-	-	
9	May 3, 2008 – November 2, 2008	-	-	
10	November 3, 2008 – May 2, 2009	-	-	

APPENDIX III

AWARD FEE AVAILABLE EVALUATION PERIODS

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7	May 3, 2007 – November 2, 2007			
8	November 3, 2007 – May 2, 2008			
9	May 3, 2008 – November 2, 2008			
10	November 3, 2008 – May 2, 2009			

AMENDMENT OF SOLICITATION/MODIFICATION OF

AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.
0057	SEE BLK 16	N/A	

6. ISSUED BY: NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2 Lara Procknow
Houston, TX 77058-3696

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

9. AMENDMENT OF SOLICITATION NO. (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JAc5B

10B. DATED (SEE ITEM 13)
04/15/04

CODE FACILITY CODE

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

E. IMPORTANT: Contractor is not 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. 0057 is to: 1) recognize Earned Award Fee for the seventh evaluation period, November 3, 2006 through May 2, 2007 and 2) calculate the Award Fee as follows:

Award Fee Available for the Period

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

Laurie K. DeClaire Contracting Officer

5/31/07

A. Section I-I-7, APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS, is replaced in its entirety to reflect Award Fee for the for the sixth evaluation period, November 3, 2005 through May 2, 2006:

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7	May 3, 2007 – November 2, 2007			
8	November 3, 2007 – May 2, 2008			
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
0059	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston, TX 77058

7. ADMINISTERED BY (if other than item 6) CODE

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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: the changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0059 is to 1) make changes to Section B.5, IDIQ TASK ORDER ESTIMATING – FFP: A. Fully Burdened Labor Rates.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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)	
Michael Zarcaro Vice-President		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)	8/20/07	BY Laurie K. DeClaire (Signature of Contracting Officer)	9-4-07

1) B.5 IDIQ TASK ORDER ESTIMATING - FFP

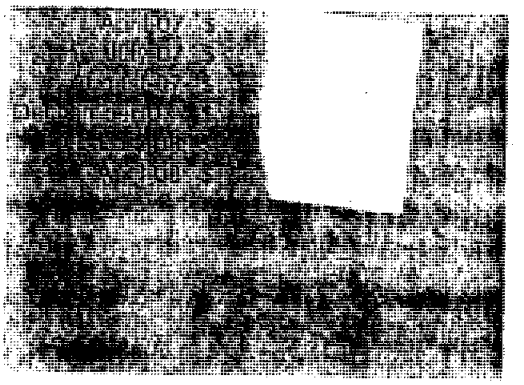
These pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

64

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $5,596,778.32 is presently available for payment and allotted to this contract. This amount [redacted] is available for payment of labor, ODC, and material handling while the balance of [redacted] is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:



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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **September 21, 2007**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

2) F.4 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 3 (May 3, 2008 – May 2, 2009) – Contract Year 5

B.4 entitled "Fixed Price Award Fee" shall be modified to add year 5 pricing to the contract.

The fixed price of contract year 5 is _____ The maximum available award fee is . Total fixed price and maximum award fee for year 5 are

The price of the fully burdened direct labor cost, ODC, and material handling is . The maximum available award fee is Total price and award fee are

F.2 entitled "Completion of Work" shall be modified to extend the ending date of the contract to **May 2, 2009.**

Attachment J-1, Appendix III entitled "Award Fee Available Evaluation Periods" shall be modified to add periods 9 and 10 in the amounts of

IDIQ FP Contract Fully Burdened Rates

Labor Category	Option Year 3 05/03/08 – 05/02/09 S/T	Option Year 3 05/03/08 – 05/02/09 O/T

I.4 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 **May 2, 2009**."

(End of clause)

3) G.8 SUBMISSION OF INVOICES (JSC 52.232-90) (OCT 1993)

Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract and order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Invoices shall be submitted to:

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

In the event that amounts are withheld from payment in accordance with the New Technology Clause or other provisions of this contract, a separate invoice for the amount withheld will be required before payment for the amount may be made.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000060

3. EFFECTIVE DATE 09/19/2007

4. REQUISITION/PURCHASE REQ. NO. See Block 14

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $212,300.00

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.)

A. The purpose of this Administrative Modification No. 0060 is to (1) increase the funds obligated from $5,596,773.32 to $5,809,073.32 a net increase of $212,300.

B. The enclosed replacement pages are provided to implement those changes identified in paragraph A. above. All Changes to the text are identified within the shaded areas.

PR#'s: 4200220036 ($87,300); 4200220164 ($25,000); and 4200221355($100,000)

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 09/19/2007

NSN 7540-01-152-8070
Previous edition unusable

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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $5,809,073.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of , is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	$
July-07	$
August-07	$
Deccember-07	$
February-08	$
April-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 8, 2007.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

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)
000061	09/20/2007	4200222346	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $10,000.00

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

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

A. The purpose of this Administrative Modification No. 0061 is to (1) increase the funds obligated from $5,809,073.32 to $5,819,073.32 a net increase of $10,000.

B. The enclosed replacement pages are provided to implement 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	
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)	09/20/2007

NSN 7540-01-152-8070
Previous edition unusable

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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $5,819,073.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	$
July-07	$
August-07	$
Deccember-07	$
February-08	$
April-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 8, 2007**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $6,012,287.32 is presently available for payment and allotted to this contract. This amount, . . .s available for payment of labor, ODC, and material handling, while the balance of . . . is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	$
July-07	$
August-07	$
Deccember-07	$
February-08	$
April-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 25, 2007.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 000062	3. EFFECTIVE DATE 10/25/2007	4. REQUISITION/PURCHASE REQ. NO. 4200224842 & 4200224857	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $193,214.00

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

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.)

A. The purpose of this Administrative Modification No. 0062 is to (1) increase the funds obligated from $5,819,073.32 to $6,012,287.32 a net increase of $193,214.

B. The enclosed replacement pages are provided to implement 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) 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 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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $6,129,287.32 is presently available for payment and allotted to this contract. This amount, s available for payment of labor, ODC, and material handling, while the balance of ' s available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	$
July-07	$
August-07	$
Deccember-07	$
February-08	$
April-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 14, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO. 000063

3. EFFECTIVE DATE 11/19/2007

4. REQUISITION/PURCHASE REQ. NO. 4200226888 & 4200226906

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $117,000.00

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

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

A. The purpose of this Administrative Modification No. 0063 is to (1) increase the funds obligated from $6,012,287.32 to $6,129,287.32, a net increase of $117,000.

B. The enclosed replacement pages are provided to implement 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) Marie D. Kliment

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

15C. DATE SIGNED

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

16C. DATE SIGNED 11/19/2007

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

1. CONTRACT ID CODE		PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 0064	3. EFFECTIVE DATE SEE BLK 16	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE BJ2		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058-3696

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

E. IMPORTANT: Contractor is not 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. 0064 is to: 1) recognize Earned Award Fee for the seventh evaluation period, May 2, 2007 through November 3, 2007 and 2) calculate the Award Fee as follows:

Award Fee Available for the Period:

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED

A. Section J-1-7, APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS, is replaced in its entirety to reflect Award Fee for the for the seventh evaluation period, May 2, 2007 through November 2, 2007:

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005		-	
3	May 3, 2005 – November 2, 2005		-	
4	November 3, 2005 – May 2, 2006		-	
5	May 3, 2006 – November 2, 2006		-	
6	November 3, 2006 – May 2, 2007		-	
7	May 3, 2007 – November 2, 2007		-	
8	November 3, 2007 – May 2, 2008		-	
9			-	
10			-	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO. 000065

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. See block 14

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $180,000.00

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

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

A. The purpose of this Administrative Modification No. 0065 is to (1) increase the funds obligated from $6,129,287.32 to $6,309,287.32 a net increase of $180,000.

B. The enclosed replacement pages are provided to implement those changes identified in paragraph A. above. All Changes to the text are identified within the shaded areas.

Note PR#: 4200229816 $120,000; 4200229700 $35,000; 4200230179 $25,000

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) Laurie K. DeClaire

16C. DATE SIGNED 12/14/2007

NSN 7540-01-152-8070
Previous edition unusable

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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $6,309,287.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07 $
July-07 $
August-07 $
Deccember-07 $
February-08 $
April-08 $

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 24, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000066	See Block 16C	4200209254	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $150,000.00

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

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

A. The purpose of this Administrative Modification No. 0066 is to (1) increase the funds obligated from $6,309,287.32 to $6,459,287.32 a net increase of $150,000.

B. The enclosed replacement pages are provided to implement 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)	
		Frances L. Mahan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) Frances L. Mahan	16C. DATE SIGNED 12/19/2007

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$6,459,287.32** is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07 $
July-07 $
August-07 $
Deccember-07 $
February-08 $
April-08 $

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **March 1, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time

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)
000067	See Block 16C	4200234765	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $20,000.00

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

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

A. The purpose of this Administrative Modification No. 0067 is to (1) increase the funds obligated from $6,459,287.32 to $6,479,287.32 a net increase of $20,000.

B. The enclosed replacement pages are provided to implement 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	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 01/23/2008

NSN 7540-01-152-8070
Previous edition unusable

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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $6,479,287.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of vailable for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07 $
July-07 $
August-07 $
December-07 $
February-08 $
April-08 $

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **March 1, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them; and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000068

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200238502 & 4200236293

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Ester Holloway
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $350,000.00

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

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

A. The purpose of this Administrative Modification No. 0068 is to (1) increase the funds obligated from 6,479,287.32 to $6,829,287.32 a net increase of $350,000.

B. The enclosed replacement pages are provided to implement those changes identified in paragraph A. above. All Changes to the text are identified within the shaded areas.

NOTE: 4200238502 - $300,000
4200236293 - $ 50,000

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 02/22/2008

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $6,829,287.32 is presently available for payment and allotted to this contract. This amount is available for payment of labor, ODC, and material handling, while the balance of s available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07 $
July-07 $
August-07 $
Deccember-07 $
February-08 $
April-08 $

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **March 28, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 000069

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: 4200238853

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 11) 04/19/2004

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: $30,000.00

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

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

A. The purpose of this Administrative Modification No. 0069 is to (1) increase the funds obligated from $6,829,287.32 to $6,859,287.32 a net increase of $30,000.

B. The enclosed replacement pages are provided to implement 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) 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 02/28/2008

NSN 7540-01-152-8070
Previous edition unusable

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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $6,859,287.32 is presently available for payment and allotted to this contract. This amount available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07 $
July-07 $
August-07 $
Deccember-07 $
February-08 $
April-08 $

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **March 28, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it. advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE 1 OF PAGES 9

2 AMENDMENT/MODIFICATION NO: 000070

3 EFFECTIVE DATE: 05/03/2008

4 REQUISITION/PURCHASE REQ NO:

5 PROJECT NO (If applicable):

6 ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE

FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO: NNJ04JA65B

10B. DATED (SEE ITEM 11): 04/19/2004

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) ClauseF.4

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.)

A. The purpose of this Administrative Modification No. 0070 is to exercise Option 3 in the amount of Pursuant to Clause F.4 ¿Option to Extend the Period of Performance¿ (JSC 52.217-90) (OCT 1996), the Government hereby exercises Option 3 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 3 as well as these enclosed changes. See page 2.

B. The enclosed replacement pages are provided to implement those changes identified in paragraph A. above. All changes to the text are identified within the shaded areas.

005 ADP&TelecomSvcs

Continued ... 6.00

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): Frances L. Mahan

16B. UNITED STATES OF AMERICA

Frances L. Mahan
(Signature of Contracting Officer)

16C. DATE SIGNED: 4/29/08

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
GEOCONTROL SYSTEMS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $0.00(Option Line Item) Accounting Info: Funded: $0.00				

F.4 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 3 (May 3, 2008 – May 2, 2009) – Contract Year 5

The following contract clause B.4 is for all IDIQ/FP task orders.

B.4 FIXED PRICE AND AWARD FEE

The fixed price of contract year 5 is The maximum available award fee is --- Total fixed price and maximum award fee for year 5 are

The fixed price of contract years 1 through 5 including profit is _____ The maximum available award fee is _____ Total price and award fee are

(End of clause)

The following contract clause B.4 is for all IDIQ/FP task orders.

B.4 FIXED PRICE AND AWARD FEE (NFS 1852.216-85) (SEP 1993) - MODIFICATION FOR FIXED PRICE AWARD FEE CONTRACT (OCTOBER 1997)

The fixed price of contract year 5 is The maximum available award fee is
Total fixed price and maximum award fee for year 5 are

The price of the fully burdened direct labor cost, ODC, and material handling is The maximum available award fee is The total price and award fee are $8,668,778.

(End of clause)

B.5 IDIQ TASK ORDER ESTIMATING - FFP

These pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

IDIQ FP Contract Fully Burdened Rates

B. Award Fee

The maximum Award Fee of the task orders issued under this contract shall not exceed of the negotiated composite direct labor hourly rate.

(End of clause)

[End of Section]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE

No NASA FAR Supplement by-reference clauses in Section F

(End of clause)

F.2 COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before May 2, 2009.

(End of clause)

F.3 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the Statement of Work (SOW).

The Contractor shall have up to 14 calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that

I.2 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 May 3, 2004 through May 2, 2009.
(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.3 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 $2,000,000 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.4 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.

APPENDIX III

AWARD FEE AVAILABLE
EVALUATION PERIODS

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7	May 3, 2007 – November 2, 2007			
8	November 3, 2007 – May 2, 2008			
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
0071	May 3, 2008	N/A	

6. ISSUED BY CODE BJ2
NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this modification 71 is to implement the task order for contract year (5) five, (TO5), and to incorporate the latest Department of Labor Wage Determination (2005-2516, Rev 5). See attached pages.

B. The enclosed replacement pages are provided to implement 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) 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 May 2, 2008

National Aeronautics and Space Administration
Lyndon B. Johnson Space Center
Houston, TX 77058

ORDER FOR SUPPLIES OR SERVICES

1. PURCHASE ORDER NO. **NNJ04JA65B/TO5**

2. DATE OF ORDER **May 3, 2008**

3. ISSUING OFFICE
NASA Johnson Space Center, Houston, TX 77058
Attn: Homero Rangel
Org./Buyer: BJ2/JAV
Tel. No.: 281-244-6962 Fax: 281-333-0463

4. SHIP TO: Transportation Officer
NASA Johnson Space Center
Houston, TX 77058
Mark For: Accountable Property
Purchase Order No: **NNJ04JA65B/TO5**

5. CONTRACTOR
TN:
GeoControl Systems, Inc.
ATTN: Michael Zarcaro
Chase Bank Building
2900 Woodridge St., Suite 100
Houston, TX 77087-2514
Cage Code: 1GE22
PHONE: 713-649-8481 ~ Office
713-649-8899 - FAX

6. DELIVER ON OR BEFORE:
Period of Performance: **May 3, 2008 – May 2, 2009**
F.O.B. POINT: Destination

7. CONFIRMING ORDER:
FROM: _____
TO: _____
DATE: _____

8. BILLING ADDRESS:
NASA Johnson Space Center
Attn: BJ2/Homero Rangel
2101 NASA Parkway, Houston, TX 77058-3696
Contract No.: **NNJ04JA65B/TO5**

9. TYPE OF ORDER:
☐ PURCHASE:
☐ REFERENCE _____
Please furnish the following on the terms and on this order.

[X] DELIVERY: Except for the Terms and Conditions of Purchase Order listed on the following page, this delivery order is subject to instructions contained on this form and is issued subject to the terms and conditions of contract number: **NNJ04JA65B/TO5**

10. DISCOUNT TERMS:

11. BY Frances L. Maher May 2, 2008
CONTRACTING OFFICER DATE

12. SCHEDULE

	DESCRIPTION	QUANTITY ORDERED	UNIT	UNIT PRIC	AMOUNT	QUANTITY ACCEPTE
	The Contractor shall provide the services necessary to fulfill the requirements identified in the attached Statement of Work for PAMSS IDIQ. **Task Order is funded at the Contract Level.**					

13. FOR JSC INTERNAL USE ONLY:
PURCHASE REQUEST NO.: ☐ COMP. ☐ PART. PPC: GF
APPROPRIATION DATA:
ACCOUNTING CODE:
REISSUE TO: **Pat Dickson/IS4/B227, RM 3 281-483-4940**

14. Total **$1,745,553.00**

15. QUANTITIES IN "QUANTITY ACCEPTED" COLUMN HAVE BEEN:
☐ INSPECTED ☐ ACCEPTED ☐ RECEIVED
TO CONFORM TO THE CONTRACT.
ACCEPTANCE WILL BE AT JSC UNLESS OTHERWISE NOTED.
BY _____ Authorized U.S. Government Representative _____ Date

JSC Form 1429 (Rev June 26, 2000) (MS Word August

PRINTING AND MAIL SUPPORT SERVICES
GeoControl Systems, Inc.
NNJ04JA65B

Approvals

Task Order:	**Printing and Mail Services Support for the Johnson Space Center**
Subtask Orders:	**1. Duplicating and Printing for JSC** **2. Mail and Distribution services for JSC**
Performance Period:	**05/03/08 – 05/02/09**
Funding Organization:	**IRD**

Original signed by:

Approved By: Margaret M. Williams — PAMSS Project Manager — 4/29/08 Date

~~Approved By: JSC PAMSS Budget Analyst — Date~~

Approved By: Pat Duckson — JSC PAMSS COTR — 4/28/08 Date

Approved By: France J. Mahan — JSC PAMSS Contracting Officer — 5/2/08 Date

PRINTING AND MAIL SUPPORT SERVICES
GeoControl Systems, Inc.
NNJ04JA65B

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1. Duplicating and Printing

The Contractor shall operate an installation-based duplicating and printing program to support all JSC program, project and institutional requirements. The Contractor shall produce:

- Paper and electronic copies from paper and electronic printmaster originals.
  - One/two-sided copying and duplication
  - Online electronic publishing,
  - High-speed reprographic production
  - Color reproduction and bindery operations
  - Bindery operations include fold, laminate, tape bind, GBC (General Binding Corporation) bind, stitch bind, saddle stitch bind, drill, collate, cut, tie and pad, but are limited to job size and quantities

- Printed copies from electronic media including files from remote sources, CD's, and floppy disks
  - Copies shall also be produced from electronic files transmitted directly to the JSC print server that may require additional modification by the machine operator and/or a systems analyst before print
  - Security clearances shall be required for some work in this area

- Support to the GPO (Government Printing Office) function
  - Writing printing specifications for local contracts and GPO orders
  - Sending printing orders to GPO and local term contracts
  - Communicating with customers, GPO and local contractors

- Maintain a database that contains all print requests.
  - Database must have the ability to provide various types of reports for the purpose of quality control and tracking contract requirements

2. <u>MAIL AND DISTRIBUTION SERVICES</u>

The Contractor shall provide the JSC mail pickup, processing and delivery of Mail. The contractor shall provide the following services:

- Pick up and deliver official mail from the local post office in accordance with US Postal Service guidelines.
- Process all official incoming and outgoing Registered, Certified, Insured, Express and Priority mail in compliance with US Postal Service domestic mail regulations, international mail regulations and NASA Headquarters and JSC mail handling procedures.
- Preparing postal logs and applicable postal forms required for each specific type of mailing. The Contractor shall advise and assist customers as required, wrap

official packages and prepare for mailing, including affixing metered postage to US Postal Service mailings.

- Process all incoming tray mail;
  - Sort and set aside official "fan" mail; city, state and Federal Government mail; and all other official correspondence
- Serve as the central point for incoming and outgoing classified material and process incoming, outgoing, and JSC internal classified mail.
  - Assigning control numbers, maintaining an accurate control log, preparing appropriate forms, producing reports regarding the meters, tracking the amount of mail coming in/out, preparing classified documents and mailing or delivering same.
- Handle classified documents in accordance with JSCM 1600D "JSC Security Manual", at all times and establish and maintain a database for proper and efficient control of classified documents.
- Security clearances shall be required for some work in this area. In response to any emergency directive, the Contractor shall provide all required support
- Distribution of printed documents and information from other NASA organizations.
- Courier service between various buildings onsite and off shall be provided

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
59839

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)*

Month	Day	Year
05	03	08

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED *(describe)*

IV: Printing and Mail Support Services
Contract Period: 05/03/08 to 05/02/09

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

GeoControl Systems, Inc.
2900 Woodridge Dr., Suite 100
Houston, TX 77087

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

WD 2005-2516

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	03/13/08
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.
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 59839

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
General Clerk, I	2	GS-2 $11.70
General Clerk, II	7	GS-3 $12.76
General Clerk, III	3	GS-4 $14.33
Computer Systems Analyst, I	1	GS-9 $24.29
Duplicating Machine Operator	8	GS-3 $12.76
Production Control Clerk	1	GS-6 $17.87

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 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 - Electroneurodiagnostic 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) and computes a proposed rate).

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

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

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

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

6) The contractor informs the affected employees.

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

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

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)
000072	See Block 16C	See Schedule	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/19/2004

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: $220,000.00
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 ☐ 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.)

A. The purpose of this Administrative Modification No. 000072 is to (1) increase the funds obligated from $4,825,773.32 to $5,225,773.32, a net increase of $220,000.00.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 5/27/08

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H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$7,079,287.32** is presently available for payment and allotted to this contract. **This amount available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	$
July-07	$
August-07	$
Deccember-07	$
February-08	$
April-08	$
May-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **June 30, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1 OF PAGES 2	
2. AMENDMENT/MODIFICATION NO. 030073	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 Institutional Procurement Office Attn: BJ2/Romero Rangel Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE JSC NASA/Johnson Space Center Institutional Procurement Office Attn: BJ2/Romero Rangel Houston TX 77058-3696	

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2314

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/19/2004

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:
	D. OTHER (Specify type of modification and authority)
X	NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

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. 0073 is to: 1) recognize Earned Award Fee for the eighth evaluation period, November 3, 2007 through May 2, 2008 and 2) calculate the Award Fee as follows:

Award Fee Available for the Period:

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

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) Francis L. Mahin	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Francis L. Mahin (Signature of Contracting Officer)	16C. DATE SIGNED 5/28/08

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Prescribed by GSA
FAR (48 CFR) 53.243

A. Section J-1-7, APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS, is replaced in its entirety to reflect Award Fee for the for the eighth evaluation period, November 3, 2007 through May 2, 2008:

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7	May 3, 2007 – November 2, 2007			
8	November 3, 2007 – May 2, 2008			
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

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2 AMENDMENT/MODIFICATION NO. 0073A

3 EFFECTIVE DATE See Block 16C

4 REQUISITION/PURCHASE REQ. NO. N/A

5 PROJECT NO. (If applicable)

6 ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/19/2004

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) NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

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.)

A. The purpose of this Administrative Modification No. 0073A is to: 1) Correct the value owed on the award fee that was incorrectly calculated in Modification 73, 2) recognize Earned Award Fee for the eighth evaluation period, November 3, 2007 through May 2, 2008, and 3) calculate the Award Fee as follows:

Award Fee Available for the Period:

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

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. Mahin

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Frances L. Mahin
Signature of Contracting Officer

16C. DATE SIGNED 6/2/08

NSN 7540-01-152-8070
Previous edition unusable

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

A. Section J-1-7, APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS, is replaced in its entirety to reflect Award Fee for the for the eighth evaluation period, November 3, 2007 through May 2, 2008:

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7	May 3, 2007 – November 2, 2007			
8	November 3, 2007 – May 2, 2008			
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO. 000074

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200253645

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/19/2004

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: $230,000.00
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 ☒ 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.)

A. The purpose of this Administrative Modification No. 000074 is to (1) increase the funds obligated from $5,225,773.32 to $5,455,773.32, a net increase of $230,000.00.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 6/23/04

NSN 7540-01-152-8070
Previous edition unusable

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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$7,309,287.32** is presently available for payment and allotted to this contract. This amount [illegible] **is available for payment of labor, ODC, and material handling, while the balance of** [illegible] **is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	$
July-07	$
August-07	$
Decemember-07	$
February-08	$
April-08	$
May-08	$
June-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **July 31, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in
paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

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)
000075	See Block 16C	See Schedule.	

6. ISSUED BY CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE JSC
NASA/Johnson Space Center Institutional Procurement Office Attn: BJ2/Homero Rangel Houston TX 77058-3696	NASA/Johnson Space Center Institutional Procurement Office Attn: BJ2/Homero Rangel Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		
GEOCONTROL SYSTEMS INC Attn: Michael Zarcaro - Business Mgr Chase Bank Building 2900 Woodridge Street, Suite 100 HOUSTON TX 77087-2514	(x)	9A. AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B
CODE / FACILITY CODE		10B. DATED (SEE ITEM 13) 04/19/2004

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: $42,000.00
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 ☒ 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.)

A. The purpose of this Administrative Modification No. 000075 is to (1) increase the funds obligated from $7,309,287.32 to $7,351,287.32, a net increase of $42,000.00. (2) Correct funding value to reflect the correct amount obligated, and (3) to recapitulate funding.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 8/4/08

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$7,351,287.32** is presently available for payment and allotted to this contract. **This amount is available for payment of labor, ODC, and material handling, while the balance of) is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	$
July-07	$
August-07	$
December-07	$
February-08	$
April-08	$
May-08	$
June-08	$
July-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **August 31, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

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)
000076	See Block 16C	4200266907	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/19/2004

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: $41,000.00
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 ☒ 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.)

A. The purpose of this Administrative Modification No. 000076 is to (1) increase the funds obligated from $7,351,287.32 to $7,392,287.32, a net increase of $41,000.00. (2) To recapitulate funding.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 8/25/08

NSN 7540-01-152-8070
Previous edition unusable

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

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$7,392,287.32** is presently available for payment and allotted to this contract. **This amount is available for payment of labor, ODC, and material handling, while the balance of ' is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-07	$
July-07	$
August-07	$
December-07	$
February-08	$
April-08	$
May-08	$
June-08	$
July-08	$
August-08	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **September 30, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 / 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000077	See Block 16C	See Schedule	

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/19/2004

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: $53,000.00
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 ☒ 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.)

A. The purpose of this Administrative Modification No. 000077 is to (1) increase the funds obligated from $7,392,287.32 to $7,445,287.32, a net increase of $53,000.00. (2) To recapitulate funding.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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) Frances L. Mahan	16C. DATE SIGNED 9/3/08

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$7,445,287.32** is presently available for payment and allotted to this contract. **This amount** [illegible] **is available for payment of labor, ODC, and material handling, while the balance of** [illegible] **is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

Date	Amounts
April-07	$
July-07	$
August-07	$
December-07	$
February-08	$
April-08	$
May-08	$
June-08	$
July-08	$
August-08	$
8-Sep	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **October 15, 2008**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO. 0044

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200166303 (Y), 4200166976 (Y)

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

COPY

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
5330 Griggs Road, Suite G101
Houston, TX 77021-3700 Cage Code: 1GE22

Phone: 281-333-2561 (x107) Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $222,759

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

	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 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. 0044 is to increase the funds obligated from $3,750,531.32 to $3,973,290.32 a net increase of $222,759.00.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 7-21-04

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $3,973,290.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of ' is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-04	$
August-04	$
December-04	$
April-05	$
August-05	$
December-05	$
April-06	$
August-06	$
December-06	$
March-07	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **September 19, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices

(including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in
paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
0045	SEE BLK 16	4200176927 (Y), 4200174603 (Y), 4200176679 (Y)	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

COPY

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $64,000

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

	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 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. 0045 is to (1) increase the funds obligated from $3,973,290.32 to $4,037,290.32 a net increase of $64,000.00, and (2) to update block 8 (contractor's address & phone number) of Standard Form 30.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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)	9-18-04

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $4,037,290.32 is presently available for payment and allotted to this contract. This amount. is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-04	$
August-04	$
December-04	$
April-05	$
August-05	$
December-05	$
April-06	$
August-06	$
December-06	$
March-07	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 13, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices

(including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0046

3. EFFECTIVE DATE SEE BLK 16

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

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(X) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0046 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.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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)*
Michael Zarcaro
Vice-President

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 11/13/06

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

16C. DATE SIGNED 11-29-06

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

30-105

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STANDARD FORM 30 (REV.

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
52.208-9	FEB 2002	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
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

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
0047	SEE BLK 16	4200180161 (Y), 4200180238 (Y), 4200180675 (Y), 4200180738 (Y), 4200180862 (Y)	

6. ISSUED BY CODE BJ2/JHT
NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $375,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0047 is to (1) increase the funds obligated from $4,037,290.32 to $4,412,290.32 a net increase of $375,000.00.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 11-28-06

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

30-105

COMPUTER GENERATED

STANDARD FORM 30 (REV.

Prescribed by GSA
FAR (48 CFR) 53.243

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $4,412,290.32 is presently available for payment and allotted to this contract. This amount is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-04	$
August-04	$
December-04	$
April-05	$
August-05	$
December-05	$
April-06	$
August-06	$
December-06	$
March-07	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 30, 2006.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the *Contracting Officer in writing* as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF 7 PAGES

2. AMENDMENT/MODIFICATION NO. 0048

3. EFFECTIVE DATE SEE BLK 16

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

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(x) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

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

	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: The changes clause FAR 52.243-1 and mutual agreement of the Parties.
	D. OTHER Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0048 is to add the PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel (JAN 2006), to Section J of the contract. This change is issued at no adjustment to the estimated cost or price of this contract.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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)*
Michael Zarcaro
Vice-President

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 11/30/06

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

16C. DATE SIGNED 12-1-06

PRINTING AND MAIL SUPPORT SERVICES

SECTION J

LIST OF ATTACHMENTS

J-1 Award Fee Evaluation Plan
J-2 JSC Data Requirements List (DRL)
J-3 JSC Data Requirements Descriptions (DRD)
J-4 Installation Accountable Government Property
J-5 Security Classification Forms
J-6 U.S. Department of Labor Wage Determination
J-7 PAMSS Acronyms and Organizations
J-8 Safety, Health and Compliance Plan
J-9 Approved IT Security Plan
J-10 PIC 06-01: PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

SECTION J

ATTACHMENT J – 10

PIC 06-01: PIV CARD ISSUANCE PROCEDURES

Enclosure to PIC 06-01

PIV Card Issuance Procedures in accordance with 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.

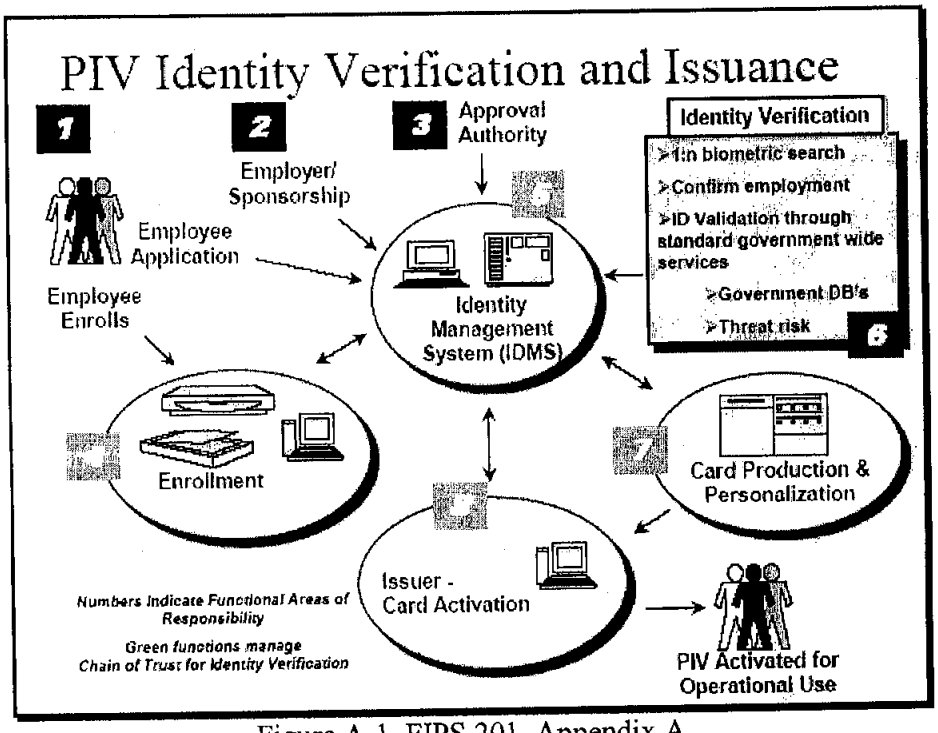

Figure A-1, FIPS 201, Appendix A

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

Step 1:
The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (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 by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:
Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

[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

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0049

3. EFFECTIVE DATE SEE BLK 16

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

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) NFS 1852.216-85, FIXED PRICE AND AWARD FEE (SEP 1993)

E. IMPORTANT: Contractor is not 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. 0049 is to: 1) recognize Earned Award Fee for the fifth evaluation period, May 3, 2006 through November 2, 2006 and 2) calculate the Award Fee as follows:

Award Fee Available for the Period:

Award Fee Earned
Less: Provisional Award Fee Paid
Total Amount to be Paid to Contractor

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 BY Laurie K. DeClaire

16C. DATE SIGNED 12-8-06

A. Section J-1-7, APPENDIX III, AWARD FEE AVAILABLE EVALUATION PERIODS, is replaced in its entirety to reflect Award Fee for the for the fifth evaluation period, May 3, 2006 through November 2, 2006:

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7	May 3, 2007 – November 2, 2007			
8				
9				
10				

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0050	SEE BLK 16	N/A	

6. ISSUED BY CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058-3696

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENOMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

The purpose of this Administrative Modification No. 0050 is to correct a typographical error made on Modification No. 0049. The Earned Award Fee for the fifth evaluation period, May 3, 2006 through November 2, 2006 is changed from

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 12-21-06

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0051	SEE BLK 16	4200183285 (Y), 4200184846 (Y)	

6. ISSUED BY CODE BJ2/JHT
NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $160,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0051 is to (1) increase the funds obligated from $4,412,290.32 to $4,572,290.32, a net increase of $160,000.00; (2) update Section J-4-3 of the contract (Installation Accountable Government Property) for the Equipment-Booklet Maker purchase; and (3) update Section I.12 of the contract [OMBUDSMAN; NFS 1852.215-84) (OCT 2003)] from Randy K. Gish to Lucy V. Kranz.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 1-9-07

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $4,572,290.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of ' is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	*Amounts*
April-04	$
August-04	$
December-04	$
April-05	$
August-05	$
December-05	$
April-06	$
August-06	$
December-06	$
March-07	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **February 20, 2007.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

SECTION J - ATTACHMENT J-4: NSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY LIST (Page J-4-3 of the contract):

The following equipment is operated and maintained by the contractor or maintained by the Center Operations Directorate (COD):

List of INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY FOR THE PRINTING AND MAIL SUPPORT SERVICES

EQUIPMENT	MANUFACTURER	MODEL	AGE IN MONTHS	CONDITION	MAINTENANCE RESPONSIBILITY	COST OF YEARLY MNT
FOLDING MACHINE	PITNEY BOWES	NONE	65	GOOD	PAMSS	$458
TIE MACHINE	FELINS	LOOP 1000	87	GOOD	COD	
DRILL	CHALLENGE	MS10A	88	GOOD	COD	
PAPER CUTTER	CHALLENGE	305	26	EXCELLENT	PAMSS	$1,404
PADDING MACHINE	PAD MASTER	2000	110	GOOD	COD	
TIE MACHINE	SIGNODE	LOOP 1000	120	POOR	COD	
TIE MACHINE	FELINS	LOOP 1000	108	POOR	COD	
PALLET JACK	CLARK	HWP 600	UNKNOWN	FAIR	COD	
PALLET JACK	MULTITON	WPT 45	UNKNOWN	FAIR	COD	
TIE MACHINE	FELINS	LOOP PLUS	54	GOOD	COD	
INSERTER/FOLDER	PITNEY BOWES	F400	50	FAIR	PAMSS	$1,347
PUNCH MACHINE	GENERAL BINDING CORP	MAGNAPUNCH	27	EXCELLENT	PAMSS	$624
INSERTING MACHINE	GENERAL BINDING CORP	PB2600	27	EXCELLENT	PAMSS	$314
STITCHER	INTERLAKE	S3A	108	GOOD	COD	
LAMINATOR	GENERAL BINDING CORP	4500	36	GOOD	PAMSS	$330
TIE MACHINE	FELINS	LOOP 1000	54	GOOD	COD	
POSTAL SCALE	NATIONAL CONTROLS	NONE	110	GOOD	PAMSS	NONE
STRAPPING MACHINE	TY-TECH	TM-45	86	GOOD	COD	
ADDRESSING MACHINE	PITNEY BOWES	W700	24	EXCELLENT	PAMSS	$968
TIE MACHINE	FELINS	LOOP PLUS	108	GOOD	COD	
TIE MACHINE	SIGNODE	LOOP 1000	111	GOOD	COD	
STRAPPING MACHINE	TY-TECH	TM-45	87	GOOD	COD	
STRAPPING MACHINE	TY-TECH	TM-45	87	GOOD	COD	
STRAPPING MACHINE	BUNN	NONE	216	POOR	COD	
POSTAGE METER	PITNEY BOWES	NONE	3	EXCELLENT	PAMSS	$7,902
POSTAGE METER	PITNEY BOWES	NONE	3	EXCELLENT	PAMSS	$7,902
X-RAY MACHINE	EG&G ASTROPHYSICS	ESCAN	96	GOOD	PAMSS	$4,451
BIOLOGICAL SAFETY CABINET	THE BAKER COMPANY	STERILGARD III	26	EXCELLENT	PAMSS	UNDER WARRANTY
EQUIPMENT-BOOKLET MAKER	C.P. BOURG	BDF (SN-11630975)	2	EXCELLENT	PAMSS	

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-244-7683, Fax: 281-483-2200
E-mail: 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
0052	SEE BLK 16	4200186900 (Y), 4200187036 (Y), 4200187048 (Y)	

6. ISSUED BY CODE BJ2/JHT

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $203,483

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0052 is to (1) increase the funds obligated from $4,572,290.32 to $4,775,773.32, a net increase of $203,483.00.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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)	1.25.07

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $4,775,773.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-04	$
August-04	$
December-04	$
April-05	$
August-05	$
December-05	$
April-06	$
August-06	$
December-06	$
March-07	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **April 2, 2007.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

National Aeronautics and
Space Administration
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058-3696

BJ2-07-019

February 21, 2007

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514

Subject: Contract NNJ04JA65B, Modification No. 0053

An executed copy of the subject modification is enclosed.

Please complete and return the enclosed JSC Form 858 which acknowledges receipt of the subject modification.

Laurie K. DeClaire
Contracting Officer

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)*
0053	SEE BLK 16	4200189683 (Y)	

6. ISSUED BY CODE BJ2/JHT

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Lara Procknow
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(4) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED *(SEE ITEM 13)* 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Increase: $50,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

A. The purpose of this Administrative Modification No. 0053 is to (1) increase the funds obligated from $4,775,773.32 to $4,825,773.32, a net increase of $50,000.00 and (2) update the phone number for Section I.12 of the contract [OMBUDSMAN; NFS 1852.215-84) (OCT 2003)].

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 2-21-07

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $4,825,773.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-04	$
August-04	$
December-04	$
April-05	$
August-05	$
December-05	$
April-06	$
August-06	$
December-06	$
March-07	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **April 20, 2007.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0054	SEE BLK 16C.	N/A	

6. ISSUED BY — CODE BJ2

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Scott Hansen
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ04JA65B

10B. DATED (SEE ITEM 13)
04/15/04

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 extended, ☒ is not extended.

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

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

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.4 "Option to Extend the Period of Performance" (JSC 52.217-90) (OCT 1996)

E. IMPORTANT: Contractor is not 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. 0054 is to exercise Option 2. Pursuant to Clause F.4 "Option to Extend the Period of Performance" (JSC 52.217-90) (OCT 1996), the Government hereby exercises Option 2 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 2.

B. The enclosed replacement pages are provided to implement 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	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)	4-6-05

[illegible] INCREMENTAL EXTENT OF WORK FOR OPTIONS (NFS 1852.217-77) (OCT 1988)

[illegible] The Government may require the contractor to continue performance of work under the contract. The Government may exercise this option by issuance of a unilateral contract modification 30 days or more before the [illegible] set forth in F.2 Completion of Work. Should the option be exercised, the resulting contract will be subject to all terms and conditions of the basic contract as if exercised immediately prior to the exercise of the option [illegible] of angles.

OPTION 2 (May 3, 2007 – May 2, 2008) – Contract Year 4

The following contract clause B.4 is for all IDIQ FF task orders.

B.4 FIXED PRICE AND AWARD FEE (NFS 1852.216-85) (SEP 1988) - MODIFICATION FOR FIXED PRICE AWARD FEE CONTRACT (OCTOBER 1997)

The fixed price of contract year 1 is The maximum available award fee is Total fixed price and maximum award fee for year 1 are

The fixed price of contract year 2 is The maximum available award fee is Total fixed price and maximum award fee for year 2 are

The fixed price of contract year 3 is The maximum available award fee is Total fixed price and maximum award fee for year 3 are

The fixed price of contract year 4 is _____ The maximum available award fee is Total fixed price and maximum award fee for year 4 are

The price of the fully burdened direct labor cost, ODC, and material handling is . The maximum available award fee is Total price and award fee are

(End of clause)

B.5 IDIQ TASK ORDER ESTIMATING - FFP

Those pre-established rates shall be used in establishment of the fixed price of individual task orders as follows. These rates are fully burdened, but without profit or labor escalation for non-exempt labor categories.

A. Fully Burdened Labor Rates

b4

SECTION F

F.2 COMPLETION OF WORK (JSC 52.211-95) (OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before May 2, 2008.

[illegible]

[illegible]

[illegible] Quantity and Performance shall be made only as authorized by orders issued in accordance with the Ordering [illegible]. The Contractor shall furnish to the Government when and if ordered, [illegible] 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".

The minimum for any contract period is stated in the Order Limitations clause or in the Schedule. There is no minimum on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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 May 2, 2008.

Attachment J-1

APPENDIX III

AWARD FEE AVAILABLE EVALUATION PERIODS

	PERIOD	TOTAL AVAILABLE FEE	TOTAL FEE EARNED	AWARD FEE SCORE
1	May 3, 2004 – November 2, 2004			
2	November 3, 2004 – May 2, 2005			
3	May 3, 2005 – November 2, 2005			
4	November 3, 2005 – May 2, 2006			
5	May 3, 2006 – November 2, 2006			
6	November 3, 2006 – May 2, 2007			
7	May 3, 2007 – November 2, 2007			
8	November 3, 2007 – May 2, 2008			
9				
10				

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

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.: 4200267884

5. PROJECT NO. (If applicable):

6. ISSUED BY CODE JSC

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

NASA/Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Homero Rangel
Houston TX 77058-3696

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

GEOCONTROL SYSTEMS INC
Attn: Michael Zarcaro - Business Mgr
Chase Bank Building
2900 Woodridge Street, Suite 100
HOUSTON TX 77087-2514

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/19/2004

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: $150,000.00

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

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

A. The purpose of this Administrative Modification No. 000078 is to (1) increase the funds obligated from $7,445,287.32 to $7,595,287.32, a net increase of $150,000.00. (2) To recapitulate funding.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 9/23/08

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $7,595,287.32 is presently available for payment and allotted to this contract. This amount, [redacted] is available for payment of labor, ODC, and material handling, while the balance of [redacted] available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

August-07	$
December-07	$
February-08	$
April-08	$
May-08	$
June-08	$
July-08	$
August-08	$
8-Sep	$
9/22/2008	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 15, 2008.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
000079	SEE BLK 16	4200271807	

6. ISSUED BY CODE BJ2/JHT

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Anna Carter
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $300,000.00

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

	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 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. 000079 is to (1) increase the funds obligated from $7,595,287.32 to $7,745,287.32, a net increase of $300,000.00. (2) To recapitulate funding.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 10/21/08

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$7,745, 287.32** is presently available for payment and allotted to this contract. **This amount is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-07	$
July-07	$
August-07	$
Deccember-07	$
February-08	$
April-08	$
May-08	$
June-08	$
July-08	$
August-08	$
8-Sep	$
9/23/2008	$
10/21/2008	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 31, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the

(including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in
paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO. 000080

3. EFFECTIVE DATE SEE BLK 16

4. REQUISITION/PURCHASE REQ. NO. 4200271807

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BJ2/JHT

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Anna Carter
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $300,000.00

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

This is a modification to correct the figures in Mod 79:

A. The purpose of this Administrative Modification No. 000080 is to (1) increase the funds obligated from $7,595,287.32 to $7,895,287.32, a net increase of $300,000.00. (2) To recapitulate funding.

B. See enclosed pages for changes. The conformed contract in the Space Program Integrated Contract Environment (SPICE) contains full text changes.

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 Francis L. Mahan (Signature of Contracting Officer)	16C. DATE SIGNED 10/22/08

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of **$7,895,287.32** presently available for payment and allotted to this contract. **This amount is available for payment of labor, ODC, and material handling, while the balance of** 3 **is available for payment of award fee.** It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	
April-07	$
July-07	$
August-07	$
December-07	$
February-08	$
April-08	$
May-08	$
June-08	$
July-08	$
August-08	$
8-Sep	$
9/23/2008	$
10/21/2008	$

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 31, 2008.**

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work

(including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

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

AC/Lucy V. Kranz
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Phone: 281-483-0490, Fax: 281-483-2200
E-mail: 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
000081	See Block 16C	4200272554,272453	

6. ISSUED BY CODE BJ2/JHT

NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Maria Alberty
Houston, TX 77058

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

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

GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase: $70,000

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide incremental funding to the contract. This action is administrative in nature and does not reflect a change in contract value. See page 2 for details.

Change pages are provided.

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)	11/14/08

The purpose of this modification is to (1) provide incremental funding and (2) update clause H.3 "LIMIITATION OF FUNDS (FIXED-PRICE CONTRACT)."

The Contract is changed in the following particulars:

1. **Contract funding is increased from $7,895,287.32 by $70,000 to $7,965,287.32.**

Contract Funding Recapitalization	Price	Award Fee	Total Cummulative Funding
Prior Cumulative Obligations:			
Obligated this action:			
Revised Cumulative Obligations:			

2. **Contract Clause H.3 "LIMIITATION OF FUNDS (FIXED-PRICE CONTRACT)" is hereby deleted in its entirety and replaced with the following:**

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Orders 1 through 5, the sum of $7,965,287.32 is presently available for payment and allotted to this contract. This amount, is available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule; until the total price of said items is allotted:

April-07		
July-07		
August-07		
December-07		
February-08		
April-08		
May-08		
June-08		
July-08		
August-08		
September-08		
September 23, 2008		
October 21, 2008		
November 17, 2008		

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 31, 2009**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

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

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of Task Order No.1, the sum of $7, 965,287.32 is presently available for payment and allotted to this contract. This amount, 's available for payment of labor, ODC, and material handling, while the balance of is available for payment of award fee. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

April-07	
July-07	
August-07	
December-07	
February-08	
April-08	
May-08	
June-08	
July-08	

August-08		
September-08		
September 23, 2008		
October 21, 2008		
November 14, 2008		

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 31, 2009**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation

AMENDMENT OF SOLICITATION/MODIFICATION OF

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)
000082	See Block 16C		

6. ISSUED BY CODE BJ2/JHT
NASA Johnson Space Center
Institutional Procurement Office
Attn: BJ2/Maria Alberty
Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)
GeoControl Systems, Inc.
Attn: Michael Zarcaro
Chase Bank Building
2900 Woodridge Street, Suite 100
Houston, TX 77087-2514 Cage Code: 1GE22

Phone: 713-649-8481 Fax: 713-649-8899

CODE FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ04JA65B

10B. DATED (SEE ITEM 13) 04/15/04

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 extended, ☒ is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	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 required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCFsection headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct mathematical errors in price and award fee funding values listed on modification 81.

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 11/24/08

The purpose of this modification is to correct mathematical errors in price and award fee funding values listed on modification 81. The table below replaces the table identified in modification 81.

1. Contract funding is increased from $7,895,287.32 by $70,000 to $7,965,287.32.

Contract Funding Recapitalization	Price	Award Fee	Total Cummulative Funding
Prior Cumulative Obligations:			
Obligated this action:			
Revised Cumulative Obligations:			