

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 2
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2. AMENDMENT/MODIFICATION NO. 400	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO. 4200389762	5. PROJECT NO. #/
6. ISSUED BY CODE	B)	7. ADMINISTERED BY (if other than item 6) CODE	Bj5

NASA - Lyndon B. Johnson Space Center
2101 Nasa Parkway
Attn: Institutional Procurement Office
Houston, TX 77058

Helen B. Bell, Contract Specialist
PH: 281-483-8149 Fax: 281-483-2383
Email: helen.b.bell@nasa.gov

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

CSC Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ0BJA02C	10B. DATED (SEE ITEM 13) 01/03/2008	

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 ☐ 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 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 or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Decrease: **-\$16,422.63**

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b), 52.232-22 Limitation of Funds (Apr 1984)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to:

1. Reduce the Recovery Act Task Order 74 estimated cost from **(b)(4)** to **(b)(4)**
2. Closeout Recovery Act Task Order 74 (Cost Plus Fixed Fee) of contract NNJ0BJA02C and recind Mod 343 regarding Recovery Act Task Order 74.
3. Decobligate the difference of the estimated cost in the amount of **(b)(4)**

See Page 2 for details.

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.

Dennis K. Smith, Contracts Manager		Karon F. Porge, Contracting Officer	
16B. CONTRACTOR/OFFEROR <i>Dennis K. Smith</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/19/13	16B. UNITED STATES OF AMERICA BY <i>Karon F. Porge</i> (Signature of Contracting Officer)	16C. DATE 9/19/13

Physical completion of the Recovery Act effort has been accomplished; the Government has accepted the Recovery Act work; and the Contractor has completed all Recovery Act obligations.

Quick Closeout Procedures were utilized. Determinations of final indirect costs under Quick Closeout Procedures provided for by the Allowable Cost and Payment clause at 52.216-7 shall be final for Recovery Act task order 74 and no adjustment shall be made to other contracts for over- or under-recoveries of costs.

The final cost and fee terms agreed to for Recovery Act task order 74 is reflected below:

Cost: (b)(4)
Fixed fee (b)(4)
Resulting Total: \$162,227.37

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$49,655,113.43.

This allotment covers Task Orders 1 through 13JB1-3, from March 1, 2008 through March 1, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$49,655,113.43.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009*:

(d) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(e) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 401		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200491640, 490967	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) CSC Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		10B. DATED (SEE ITEM 13) 01/03/2008		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 recurrent)
SEE SCHEDULE

Net increase: \$341,005.50

**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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)

Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)

Clause B.6 - CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.

2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$83,093.00.

Clause B.7 - CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

3. Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of (b)(4)

4. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Forche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Karon Forche	16C. DATE SIGNED 9/20/13

1. Contract Annex 4 funding is decreased from \$49,655,113.43 by -\$1,955.86 to \$49,653,570.07.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:				\$49,655,113.43
Obligated this action: Incrementally Fund:				\$7,912.50
Redistributed from Annex 4 to Annex 5:				(\$10,455.86)
Redistributed from Annex 5 to Annex 4:				\$1,000.00
				\$0.00
Revised Cumulative Obligations:				\$49,653,570.07

2. Contract Annex 5 funding is increased from \$98,839,990.94 by \$342,548.86 to \$99,182,539.80.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$98,839,990.94
Obligated this action: Incrementally Fund:	\$333,093.00
Redistributed from Annex 4:	\$10,455.86
Redistributed from Annex 5:	(\$1,000.00)
Revised Cumulative Obligations:	\$99,182,539.80

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$49,653,570.07.

This allotment covers Task Orders 1 through 124-1, from March 1, 2008 through March 1, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$49,653,570.07.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2479-3 is \$98,839,990.94.

This allotment covers Delivery Orders 1 through 2479-3 from March 1, 2008 through November 30, 2013.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 402		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE RFO NO. 4200492226, 492225, 492467		5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (if other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 01/03/2008		
CSC Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116						
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)
SEE SCHEDULE

Net increase: \$1,142,713.24

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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:
<input checked="" type="checkbox"/>	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$385,858.02.
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.
- Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of (b)(4)

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		Karon F. Porche	9/25/13

1. Contract Base funding is increased from \$193,799,557.28 by \$709,222.22 to \$194,508,779.50.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$193,799,557.28
Obligated this action: Incrementally Fund:				\$709,222.22
				\$0.00
Revised Cumulative Obligations:				\$194,508,779.50

2. Contract Annex 4 funding is increased from \$49,653,570.07 by \$45,633.00, to \$49,699,203.07.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$49,653,570.07
Obligated this action: Incrementally Fund:				\$47,633.00
Redistributed from Annex 4 to Annex 5:				(\$2,000.00)
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$49,699,203.07

3. Contract Annex 5 funding is increased from \$99,182,539.80 by \$387,858.02 to \$99,570,397.82.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$99,182,539.80
Obligated this action: Incrementally Fund:	\$385,858.02
Redistributed from Annex 4:	\$2,000.00
Revised Cumulative Obligations:	\$99,570,397.82

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: October 8, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$49,699,203.07.

This allotment covers Task Orders 1 through 124-1, from March 1, 2008 through March 15, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$49,699,203.07.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2588 is \$99,570,397.82.

This allotment covers Delivery Orders 1 through 2588 from March 1, 2008 through November 30, 2013.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.
4033. EFFECTIVE DATE
See Block 16C4. REQUISITION/PURCHASE REQ. NO.
4200492467

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (if other than Item 6)

CODE BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

CSC Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C10B. DATED (SEE ITEM 13)
01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)
SEE SCHEDULE

Net increase: -\$327,840.00

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.
	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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Deobligate Base Estimated Cost in the amount of (b)(4)

Deobligate Base Fixed Fee in the amount of \$ (b)(4)

Net Decrease is -\$327,840.00.

Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Karon F. Porche, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Base funding is decreased from \$194,508,779.50 by -\$327,840.00 to \$194,180,939.50.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$194,508,779.50
De-Obligated this action: Incrementally Fund:				(\$327,840.00)
				\$0.00
Revised Cumulative Obligations:				\$194,180,939.50

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4).

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: October 4, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 404		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE RFO NO. 4200402467 4200492868	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) CSC Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1JGQ2		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C 10B. DATED (SEE ITEM 13) 01/03/2008	

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.

17. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SCHEDULE

Net Increase: \$719,076.73

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

(S)	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 docs, 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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally fund Base Estimated Cost in the amount of (b)(4)

Incrementally fund Base Fixed Fee in the amount of (b)(4)

Net increase is \$719,076.73.

Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Karon F. Porche	16C. DATE SIGNED 9/28/13
NSN 7540-01-162-8070 PREVIOUS EDITION UNUSABLE		50-105 COMPUTER GENERATED FAR (48 CFR) 53.24	
		STANDARD FORM 30 (REV. 10-82) Prescribed by GSA	

1. Contract Base funding is increased from \$194,180,939.50 by \$327,840.00 to \$194,900,016.23.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$194,180,939.50
De-Obligated this action: Incrementally Fund:				\$719,076.73
				\$0.00
Revised Cumulative Obligations:				\$194,900,016.23

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: October 11, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 405		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200492920	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (if other than item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code) CSC Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1JGQ2		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
				10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net Increase: \$246,671.34

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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to:

1. Incrementally fund Base Estimated Cost in the amount of (b)(4)

Incrementally fund Base Fixed Fee in the amount of (b)(4)

Net Increase is \$246,671.34.

Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) Karon F. Porche, Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED 9/30/13	

1. Contract Base funding is increased from \$194,900,016.23 by \$246,671.34 to \$195,146,687.57.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$194,900,016.23
De-Obligated this action: Incrementally Fund:				\$246,671.34
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$195,146,687.57

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: October 14, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF
PAGES

1

4

2. AMENDMENT/MODIFICATION NO.
4063. EFFECTIVE DATE
See Block 16C4. REQUISITION/PURCHASE REQ. NO.
4200493070, 493071

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (if other than Item 6)

CODE

BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

CSC Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C10B. DATED (SEE ITEM 13)
01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$4,327,739.00

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$695,401.00.
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Karon F. Porche, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Base funding is increased from \$195,146,687.57 by \$3,460,338.00 to \$198,607,025.57.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$195,146,687.57
Obligated this action: Incrementally Fund:				\$3,460,338.00
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$198,607,025.57

2. Contract Annex 4 funding is increased from \$49,699,203.07 by \$172,000.00, to \$49,871,203.07.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$49,699,203.07
Obligated this action: Incrementally Fund:				\$172,000.00
				\$0.00
				\$0.00
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$49,871,203.07

3. Contract Annex 5 funding is increased from \$99,570,397.82 by \$695,401.00 to \$100,265,798.82.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$99,570,397.82
Obligated this action: Incrementally Fund:	\$695,401.00
Revised Cumulative Obligations:	\$100,265,798.82

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: November 30, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$49,871,203.07.

This allotment covers Task Orders 1 through 12SF1-3, from March 1, 2008 through April 15, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$49,871,203.07.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2606 is \$100,265,798.82.

This allotment covers Delivery Orders 1 through 2606 from March 1, 2008 through December 15, 2013.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		4
2. AMENDMENT/MODIFICATION NO. 407		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO. 4200493070, 493071		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) CSC Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$181,665.00

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$146,850.00.
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	18C. DATE SIGNED
		Karon F. Porche	10/24/13

1. Contract Annex 4 funding is increased from \$49,871,203.07 by \$34,815.00, to \$49,906,018.07.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$49,871,203.07
Obligated this action: Incrementally Fund:				\$34,815.00
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$49,906,018.07

2. Contract Annex 5 funding is increased from \$100,265,798.82 by \$146,850.00 to \$100,412,648.82.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$100,265,798.82
Obligated this action: Incrementally Fund:	\$146,850.00
Revised Cumulative Obligations:	\$100,412,648.82

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$49,906,018.07.

This allotment covers Task Orders 1 through 14ES2, from March 1, 2008 through April 15, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$49,906,018.07.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2606 is \$100,412,648.82.

This allotment covers Delivery Orders 1 through 2606 from March 1, 2008 through December 15, 2013.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 000408		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Helen B. Bell/BJ5 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than item 6) NASA/Johnson Space Center Helen B. Bell 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PAE APPLIED TECHNOLOGIES LLC 6500 WEST FREEWAY STE 600 FORT WORTH TX 76116-2118		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
9C. DATED (SEE ITEM 13)		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.12 - Novation and Change of Name Agreements.
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to recognize and accept the contractor's "Change of Name Agreement." This agreement recognizes the change of the facilities contractor from CSC Applied Technologies LLC to PAE Applied Technologies LLC. This is a name change agreement only and covers cage code 1JGQ2. This agreement satisfies all requirements of FAR 52.215-19 - Notification of Ownership Changes and FAR 42.12 - Novation and Change of Name Agreements.
Payment Terms:
Net 30 days

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

15A. NAME AND TITLE OF SIGNER (Type or print) Jason C. Phillips		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 11/1/2013	



July 25, 2013

Karon Porche, Contracting Officer
National Aeronautics and Space Administration
NASA Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058

Subject: CSC Applied Technologies LLC: Notification of Ownership and Name Changes

Reference: (1) Johnson Space Center, Facilities Support Services Contract, NNJ08JA02C
(2) FAR 52.215-19 Notification of Ownership Changes
(3) FAR Subpart 42.12 Novation and Change-of-Name Agreements

Dear Ms Porche,

This letter is being provided in accordance with the notification requirements of FAR 52.215-19 Notification of Ownership Changes.

On May 29, 2013, CSC entered into a definitive agreement to sell CSC Applied Technologies LLC (herein referred to as ATD) to Pacific Architects and Engineers Incorporated (herein referred to as PAE), and the transaction was finalized on July 19, 2013. PAE has not yet determined whether this transaction will impact the valuation of ATD's capitalized assets, but will promptly issue notification if any such changes are identified in the future.

Subsequent to the change in ownership, PAE submitted a filing with the State of Delaware to change the name of CSC Applied Technologies LLC to PAE Applied Technologies LLC, and this change was finalized on July 22, 2013. In order to incorporate the name change under each of ATD's government contracts, we are pursuing a change-of-name agreement with our DCMA-Dallas Administrative Contracting Officer (ACO), (b)(4). Once the change-of-name agreement has been executed by both parties and the resulting administrative modification has been issued, a copy of the complete package will be provided for your records. Additionally, the new name of PAE Applied Technologies LLC will be updated in the System for Award Management (SAM) and should be reflected on the next modification under the aforementioned contract. PAE believes the procedures described herein to be in accordance with the procedures prescribed by FAR Subpart 42.12 Novation and Change-of-Name Agreements.

Please note that with the exception of a new legal name, the legal entity itself will remain unchanged as a result of this action. As such, it is expressly understood that a novation shall not be required as a result of the recent transactions. Should you have any questions regarding this letter, PAE respectfully requests they be directed to ATD's ACO, (b)(4) who can be reached via telephone at (b)(4) or via email at (b)(4).

Sincerely,

(b)(4)

Contract Administrator

2101 NASA Parkway
Houston TX, 77058
Tel: (b)(4) Fax: 281-483-4361



September 24, 2013

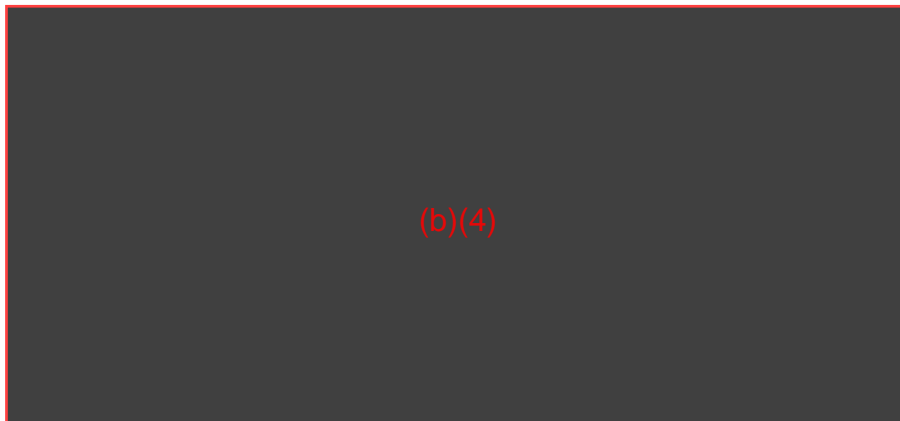
Mr. Jason Phillips
National Aeronautics and Space Administration
NASA Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058

Subject: Notification of Bank Account Transfer

Reference: Facilities Support Services – NNJ08JA02C
FAR 52.232-34 (Payment by EFT – Electronic Fund Transfer)

Dear Jason Phillips,

PAE Applied Technologies (herein referred to as "PAE") hereby submits this notification in accordance with FAR 52.232-34 (Payment by EFT - Electronic Fund Transfer), to announce that PAE has a new bank account with HSBC. PAE requests that all payment activity be transferred to the new DDA account number listed below as soon as possible, but no later than thirty (30) calendar days after receipt of this notification. PAE requests that the EFT information in your accounting and payment systems be updated to reflect the following:



PAE will also be updating the System for Award Management (SAM) registry for PAE Applied Technologies LLC to reflect this change.

2101 NASA Parkway
Houston TX. 77058
Tel: (b)(4) Fax: 281-483-4361



Should you have any questions, please do not hesitate to contact me at (b)(4) or via email at (b)(4)

Sincerely,

(b)(4)

Contracts Manager
PAE Applied Technologies

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

SEE ATTACHED PAGES

3. EFFECTIVE DATE

SEE BLK 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

S4402A

7. ADMINISTERED BY (If other than Item 6)

CODE

S4402A

DCMAC-ABAD
600 North Pearl St., Ste 1630
Dallas, TX 75201-2843DCMAC-ABAD
600 North Pearl St., Ste 1630
Dallas, TX 75201-2843

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

PAE Applied Technologies LLC
6500 West Freeway Ste 600
Fort Worth, TX 76116-2118

(X)

9A. AMENDMENT OF SOLICITATION NO.

☐

9B. DATED (SEE ITEM 11)

☒

10A. MODIFICATION OF CONTRACT/ORDER NO.

SEE ATTACHED PAGES

10B. DATED (SEE ITEM 13)

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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 your 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)

not applicable

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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 42.12

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

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

The purpose of this modification is to recognize and accept the contractor's "Change of Name Agreement". The "Change of Name Agreement" recognizes the change from CSC APPLIED TECHNOLOGIES LLC to PAE APPLIED TECHNOLOGIES LLC. This is a name change agreement and covers the cage code 1JGQ2.

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)

Jeff Brantford

Director, Contracts & Procurement

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

Gary T. MacLane

Administrative Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

11 OCT 2013

16B. UNITED STATES OF AMERICA

MACLANE.GARY.T.12

Digitally signed by MACLANE.GARY.T.1228992018

DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,

ou=DCMA/cti=MACLANE.GARY.T.1228992018

Date: 2013.10.11 09:57:56 -05'00'

28992018

Signature of Contracting Officer

NSN 7540-01-152-8070

Previous edition unusable

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

Name Change		Page 2 of 2
FROM: CSC Applied Technologies		TO: PAE Applied Technologies
Listed below are the contracts affected by this supplemental agreement		
Contract Number	Order Number	Mod Number
FA4861-08-C-C001		A00001
FA3002-08-C-0001		A00195
FA3002-08-c-0007		A02936
FA8108-09-D-0002		A00001
FA8108-09-D-0002	0015	1A
FA3010-13-C-0007		A00001
F42650-02-C-7010		A00002
W52P1J-13-G-0017		A00001
GS-10F-0068M		1A
GS-07F-0426M		A166
NNJ08JA02C		1A
N66604-05-C-1277		A00002
N00421-06-D-0014		A00001
N00421-06-D-0014	0024	1A
N00421-06-D-0014	0025	1A
N00421-06-D-0014	0026	1A
N00421-06-D-0014	0027	1A
N00421-13-C-0005		A00001
N00421-13-C-0007		A00001

Change-of-Name Agreement

PAE Applied Technologies LLC (Contractor), a limited liability company duly formed and existing under the laws of Delaware, and the United States of America (Government), enter into this Agreement as of July 24, 2013.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the U.S. Air Force, U.S. Navy, U.S. Army, National Aeronautical Space Administration (NASA), General Service Administration and Department of Commerce have entered into certain contracts and purchase orders with CSC Applied Technologies LLC, as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) CSC Applied Technologies LLC, by an amendment to its certificate of formation, dated July 22, 2013, has changed its corporate name to PAE Applied Technologies LLC.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that --

(1) The contracts covered by this Agreement are amended by substituting the name "PAE Applied Technologies LLC" for the name "CSC Applied Technologies LLC" wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States Government

NAME:

(b)(4)

TITLE: *Administrative Contracting Officer*

SIGNATURE

(b)(4)

Attachment

Page 1 of 5

PAE Applied Technologies LLC

NAME: Jeff Beauford

TITLE: Director, Contracts and Procurement

SIGNATURE: 

Certificate

I, Paul W. Cobb, certify that I am the Assistant Secretary of PAE Applied Technologies LLC; that Jeff Beauford, who signed this Agreement for this corporation, was then a Director of Contracts and Procurement of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation. *PWC*

NAME: Paul W. Cobb, Jr.

TITLE: Vice President and Secretary

SIGNATURE: *Paul W. Cobb, Jr.*

Attachment

Page 2 of 5.

Exhibit A

Contract Number	Contract Name	Description	Contract Type	POB (including options)	Status (A) Active (P) Partially Complete	Contracting Officer
FA4851-08-C-0001	NASA Backstop Maintenance	NASA AFB Avionics Back Shop Maintenance	CPAF, FFP	3/1/2008 - 1/31/2015	A	Daryl Hitchcock, PRCOINSLDCC, 6805 Sawtooth Blvd, Bldg 508, Nellis AFB, NV 89117-7045 USA 702-552- 3147, daryl.hitchcock@nasa.af.mil
FA3002-08-C-0001	Keesler AFB	Keesler Air Force Base Base Operating Support Services	CPAF, FFP	9/1/2008 - 1/31/2017	A	Donald J. Krumm, 51st Contracting Squadron 500 Fisher St, Keesler AFB, MS 38954 USA 228-376- 8359, donald.krumm@us.af.mil
FA3002-08-C-0007	Various AFB	Aircraft Maintenance and Base Operating Services	FPAF, FFP	4/1/2008 - 8/30/2014	A	Greg Marshall, 2071 First Street West, Randolph AFB, TX 78150-4302 USA 210-452- 7998, greg.marshall@randolph.af.mil
FA3108-08-D-0002	Contract Field Teams	Avionics Maintenance	Cost Only, CPFE, FFP, FPFE, T&M	10/1/2008 - 8/30/2015	A	Cynthia A. Woods, ALC/GOCLD, ALC GOCLD BLDG 1, 7701 ARNOLD ST STE 20A, Tinker AFB OK 73145, 0119-cynthia.woods@tinker.af.mil, PPO no: (405) 734- 0143
FA3108-08-D-0002-0015	Contract Field Teams Task Order 0015 - Dover AFB	Avionics Maintenance	FFP	10/30/2011 - 10/29/2015	A	Sandra A. Newton, 7701 Arnold Street, STE 20A, Tinker AFB, OK 73146 USA 405-734- 0281, sandra.newton@tinker.af.mil
FA3010-13-C-0007	Keesler AFB Construction	Keesler Air Force Base Base Operating Support Services	CPAF, FFP	9/1/2008 - 1/31/2017	A	Donald J. Krumm, 51st Contracting Squadron 500 Fisher St, Keesler AFB, MS 38954 USA 228-376- 8359, donald.krumm@us.af.mil
FA2850-02-C-7010	RITR RSS	Range Support Services	CPAF	5/23/2002 - 8/30/2017	A	AFTICP25A (R), Ryan Scott, 6022 Ft Ave, Bldg 1272, HRL AFB, UT, 84056- 8323, Mr. Ryan R. Scott, Ryan.scott@hrl.af.mil, 801-777- 8349
W52P1J-13-G-0017	EAGLE	Ballroom Army Global Logistics Enterprise Support Services	FFP	10/15/2012 - 10/28/2017	A	MICHAEL DEBISSCHOP, ROCK ISLAND CONTRACTING CENTER ROCK ISLAND, IL 61299- 7000, BLDGS 60 & 390, CORC-E, (309) 782- 4074, MICHAEL.DEBISSCHOP@US ARMY.MIL

Attachment
Page 3 of 5

Exhibit A

Contract Number	Contract Name	Description	Contract Type	POP (including options)	Status (A) Active (P) Physically Complete	Contracting Officer
5A133W-12CH-0050	NDRC	Technical Services for National Data Base Center	CPFF	6/4/2012 - 10/31/2017	A	Brendan Johnson, NDAA/Contracting Officer, 200 Grandview Street, Suite 815, Norfolk, VA 23510 US 757-441-3344 bjohnson@jpmcc.com
GS-10F-0060M	GSA LOGWORLD	Federal Supply Group 874V, Logistics Worldwide Schedule	FFP	11/24/2001 - 11/28/2021	A	Suman Prasad, 400 15th Street SW #10 FTA, Auburn, WA 98001 USA 253-831-7800 suman.prasad@gsa.gov
GS-07F-0028M	GSA EXAMS	Security Services	FFP	7/12/2002 - 7/11/2017	A	Harvin Wyng, 819 Taylor Street, Fort Worth, TX USA 817-450-5551
NJ08LAD2C	JSC FSS	Base Ops for Johnson Space Center	CPAF, CPFF, FFP	1/7/2008 - 2/28/2018	A	Karen Porche, 2161 NASA Parkway, Houston, TX 77058 US 281-453-8114 karen.porche@nasa.gov
N66004-05-C-1277	AUTEC	Range Support Services	CPAF, CPFF	1/28/2005 - 4/30/2020	A	Lynne M. Fendell, Contracting Officer (Code 59), Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Newport, 2200 Main Drive, Newport, RI 02841-1708, Newport Office - (401) 832-1484, Cell - (401) 834-0371
N0421-08-D-0014	SURETRAK	Range Support Services	Cost Only, CPFF, FFP	5/4/2006 - 11/22/2013	A	John Temechko, NAVAR Contracts, 21883 Bundy Rd, Bldg 441, Patuxent River, MD 20670 301-757-7032 (O), 301-757-4959 (H), john.temechko@navy.mil
N0421-08-D-0014 DO 0021	SURETRAK - Operations & Maintenance	Range Support Services	CPFF	7/1/2011 - 9/30/2013	A	John Temechko, NAVAR Contracts, 21883 Bundy Rd, Bldg 441, Patuxent River, MD 20670 301-757-7032 (O), 301-757-4959 (H), john.temechko@navy.mil
N0421-08-D-0014 DO 0025	SURETRAK - (2) About - Phase II	Range Support Services	CPFF	8/1/2011 - 8/25/2013	A	John Temechko, NAVAR Contracts, 21883 Bundy Rd, Bldg 441, Patuxent River, MD 20670 301-757-7032 (O), 301-757-4959 (H), john.temechko@navy.mil
N0421-08-D-0014 DO 0020	SURETRAK - Foreign Military Sales - Nigeria & Sao Tome/Principe Support	Range Support Services	CPFF	11/23/2014 - 11/22/2013	A	John Temechko, NAVAR Contracts, 21883 Bundy Rd, Bldg 441, Patuxent River, MD 20670 301-757-7032 (O), 301-757-4959 (H), john.temechko@navy.mil

Page 2 of 3

Attachment
Page 4 of 5

Exhibit A

Contract Number	Contract Name	Description	Contract Type	POP (including options)	Status (A) Active (P) Partially Complete	Contracting Officer
N00421-06-D-0014 DO 0927	Surv Trak - Follow-On	Range Support Services	CPFF	11/22/2011 - 11/22/2013	A	John Tenechko, NAVAIR Contract, 21983 Boney Rd., Bldg 441, Patuxent River, MD 20670, 301-757-7032 (P), 301-757-4839 (F), john.tenechko@navy.mil
N00421-13-C-0003	AVAIL BRAGE	Range Support Services	CPFF	11/7/2012 - 10/1/2013	A	John Tenechko, NAVAIR Contract, 21983 Boney Rd., Bldg 441, Patuxent River, MD 20670, 301-757-7032 (P), 301-757-4839 (F), john.tenechko@navy.mil
N00421-13-C-0007	ATRATXO BRAGE Contract	Range Support Services	CPFF	1/6/2013 - 3/7/2014	A	John Tenechko, NAVAIR Contract, 21983 Boney Rd., Bldg 441, Patuxent River, MD 20670, 301-757-7032 (P), 301-757-4839 (F), john.tenechko@navy.mil

Attachment
Page 5 of 5

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.	
ADJ408		02/11/2014		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
NASA/Johnson Space Center		JSC		CODE	
Attn: Helen B. Bell/BJ5				JSC	
2101 NASA Parkway				NASA/Johnson Space Center	
Houston TX 77058-3696				Helen B. Bell	
				2101 NASA Parkway	
				Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
PAE Applied Technologies LLC					
6500 West Freeway Ste 600				9B. DATED (SEE ITEM 11)	
Fort Worth TX 76116-2118					
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				NNJ08JA02C	
				10B. DATED (SEE ITEM 13)	
CODE 1JGQ2		FACILITY CODE		01/03/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to correct an error that prevented a change in vendor from correctly processing. The vendor was changed from CSC to PAE in modification 408, but a system error prevented a technical process from occurring. Modification 408, in full compliance with FAR 52.215-19 - Notification of Ownership Changes and FAR 42.12 - Novation and Change of Name Agreements properly addressed all of substantive legal and contract items. This modification is merely procedural in nature.					
Payment Terms:					
Net 30 days					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)			
		Jason C. Phillips			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				Jason Phillips	
				(Signature of Contracting Officer)	
				02/11/2014	
NSN 7540-01-152-8070				STANDARD FORM 30 (REV. 10-83)	
Previous edition unusable				Prescribed by GSA	
				FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.
4093. EFFECTIVE DATE
See Block 16C4. REQUISITION/PURCHASE REQ. NO.
4200494213, 494212

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

BJ

7. ADMINISTERED BY (If other than Item 6)

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

CODE

BJ5

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

PAE Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$724,592.18

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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$596,893.92.
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.
- Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$25,000.00.

See Page 2

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

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

Karon F. Porche, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Annex 4 funding is increased from \$49,906,018.07 by \$102,048.26, to \$50,008,066.33.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:				\$49,906,018.07
Obligated this action: Incrementally Fund:				\$127,698.26
Redistribute Funds from Annex 4 to Annex 5:	(b)(4)			(\$25,650.00)
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,008,066.33

2. Contract Annex 5 funding is increased from \$100,412,648.82 by \$622,543.92 to \$101,035,192.74.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$100,412,648.82
Obligated this action: Incrementally Fund:	\$596,893.92
Redistribute Funds from Annex 4 to Annex 5:	\$25,650.00
Revised Cumulative Obligations:	\$101,035,192.74

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,008,066.33.

This allotment covers Task Orders 1 through 14SF1, from March 1, 2008 through April 30, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,008,066.33.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 14IA1 is \$101,035,192.74.

This allotment covers Delivery Orders 1 through 14IA1 from March 1, 2008 through December 30, 2013.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

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2. AMENDMENT/MODIFICATION NO.
4103. EFFECTIVE DATE
See Block 16C4. REQUISITION/PURCHASE RFO NO.
4200495004, 494379, 495003

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (if other than Item 6)

CODE BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

PAE Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C10B. DATED (SEE ITEM 13)
01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$816,827.00

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.
	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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$90,177.00.
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Karon F. Porche, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Base funding is increased from \$198,607,025.57 by \$695,000.00 to \$199,302,025.57.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$198,607,025.57
Obligated this action: Incrementally Fund:				\$695,000.00
				\$0.00
Revised Cumulative Obligations:				\$199,302,025.57

2. Contract Annex 4 funding is increased from \$50,008,066.33 by \$31,650.00, to \$50,039,716.33.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$50,008,066.33
Obligated this action: Incrementally Fund:				\$31,650.00
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,039,716.33

3. Contract Annex 5 funding is increased from \$101,035,192.74 by \$90,177.00 to \$101,125,369.74.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$101,035,192.74
Obligated this action: Incrementally Fund:	\$90,177.00
Revised Cumulative Obligations:	\$101,125,369.74

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: November 30, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,039,716.33.

This allotment covers Task Orders 1 through 14SF1, from March 1, 2008 through April 30, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,039,716.33.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 14JP1 is \$101,125,369.74.

This allotment covers Delivery Orders 1 through 14JP1 from March 1, 2008 through December 30, 2013.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

411

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200492467

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6)

CODE

BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

PAE Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net decrease: **-\$285,000.00****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.
	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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Deobligate Base Estimated Cost in the amount of (b)(4)

Deobligate Base Fixed Fee in the amount of (b)(4)

Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Karon F. Porche, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Base funding is decreased from \$199,302,025.57 by -\$285,000.00 to \$199,017,025.57.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$199,302,025.57
De-Obligated this action:				(\$285,000.00)
				\$0.00
Revised Cumulative Obligations:				\$199,017,025.57

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: November 30, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

412

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200495905

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6)

CODE

BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

PAE Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$3,618,552.11****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)
1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Base Estimated Cost in the amount of (b)(4)

Incrementally Fund Base Fixed Fee in the amount of (b)(4)

Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Jason C. Phillips, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Base funding is increased from \$199,017,025.57 by \$3,618,552.11 to \$202,635,577.68.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$199,017,025.57
Obligated this action:				\$3,618,552.11
				\$0.00
Revised Cumulative Obligations:				\$202,635,577.68

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: December 31, 2013.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">413</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200496025, 496205</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP. Code) PAE Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				X		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	
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)

SEE SCHEDULE

Net increase: **\$627,037.98**

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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**

Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**


Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.

2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$532,749.46

Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
			11/21/13

1. Contract Annex 4 funding is increased from \$50,039,716.33 by \$94,288.52, to \$50,134,004.85.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$50,039,716.33
Obligated this action: Incrementally Fund:				\$94,288.52
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,134,004.85

2. Contract Annex 5 funding is increased from \$101,125,369.74 by \$532,749.46 to \$101,658,119.20.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$101,125,369.74
Obligated this action: Incrementally Fund:	\$532,749.46
Revised Cumulative Obligations:	\$101,658,119.20

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,134,004.85.

This allotment covers Task Orders 1 through 14EC1-1, from March 1, 2008 through April 30, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,134,004.85.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2619 is \$101,658,119.20.

This allotment covers Delivery Orders 1 through 2619 from March 1, 2008 through December 30, 2013.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

414

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200497238, 497239, 498534

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6)

CODE

BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

PAE Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C10B. DATED (SEE ITEM 13)
01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$1,651,905.29

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)
1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$158,438.82
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Yaranet G. Marquez, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Base funding is increased from \$202,635,577.68 by \$1,432,128.47 to \$204,067,706.15.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center;">(b)(4)</div>			\$202,635,577.68
Obligated this action:				\$1,432,128.47
				\$0.00
Revised Cumulative Obligations:				\$204,067,706.15

2. Contract Annex 4 funding is increased from \$50,134,004.85 by \$61,338.00, to \$50,195,342.85.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center;">(b)(4)</div>			\$50,134,004.85
Obligated this action: Incrementally Fund:				\$61,338.00
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,195,342.85

3. Contract Annex 5 funding is increased from \$101,658,119.20 by \$158,438.82 to \$101,816,558.02.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$101,658,119.20
Obligated this action: Incrementally Fund:	\$158,438.82
Revised Cumulative Obligations:	\$101,816,558.02

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: January 18, 2014.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,195,342.85.

This allotment covers Task Orders 1 through 13ES2-2, from March 1, 2008 through April 15, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,195,342.85.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2617 is \$101,816,558.02.

This allotment covers Delivery Orders 1 through 2617 from March 1, 2008 through February 28, 2014.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">415</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200499234, 499309</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				X		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
CODE 1JGQ2				FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$267,464.29			

**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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$231,704.00
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED 12/19/13

1. Contract Annex 4 funding is increased from \$50,195,342.85 by \$35,760.29 to \$50,231,103.14.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$50,195,342.85
Obligated this action: Incrementally Fund:				\$35,760.29
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,231,103.14

2. Contract Annex 5 funding is increased from \$101,816,558.02 by \$231,704.00 to \$102,048,262.02.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$101,816,558.02
Obligated this action: Incrementally Fund:	\$231,704.00
Revised Cumulative Obligations:	\$102,048,262.02

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,231,103.14.

This allotment covers Task Orders 1 through 13EA3-2, from March 1, 2008 through April 20, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,231,103.14.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2270-4 is \$102,048,262.02.

This allotment covers Delivery Orders 1 through 2270-4 from March 1, 2008 through March 2, 2014.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. 416	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200499873, 499872, 500366	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (if other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
				10B. DATED (SEE ITEM 13) 01/03/2008
CODE 1JGQ2	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$654,016.60

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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$231,013.00
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet G. Marquez, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 1/10/2014

1. Contract Base funding is increased from \$204,067,706.15 by \$400,000.00 to \$204,467,706.15.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$204,067,706.15
Obligated this action:				\$400,000.00
				\$0.00
Revised Cumulative Obligations:				\$204,467,706.15

2. Contract Annex 4 funding is increased from \$50,231,103.14 by \$23,003.60 to \$50,254,106.74.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$50,231,103.14
Obligated this action: Incrementally Fund:				\$23,003.60
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,254,106.74

3. Contract Annex 5 funding is increased from \$102,048,262.02 by \$231,013.00 to \$102,279,275.02.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$102,048,262.02
Obligated this action: Incrementally Fund:	\$231,013.00
Revised Cumulative Obligations:	\$102,279,275.02

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: January 22, 2014.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,254,106.74.

This allotment covers Task Orders 1 through 152, from March 1, 2008 through April 20, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,254,106.74.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is (b)(4).

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 14ES1-1 is \$102,279,275.02.

This allotment covers Delivery Orders 1 through 14ES1-1 from March 1, 2008 through March 2, 2014.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

417

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200501169, 501171, 501168

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6)

CODE

BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

PAE Applied Technologies LLC
Attn: Michael J. Matteson, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$899,737.35

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)


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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$95,698.76
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
			1/21/14

1. Contract Base funding is increased from \$204,467,706.15 by \$762,000.00 to \$205,229,706.15.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center;">(b)(4)</div>			\$204,467,706.15
Obligated this action:				\$762,000.00
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$205,229,706.15

2. Contract Annex 4 funding is increased from \$50,254,106.74 by \$42,038.59 to \$50,296,145.33.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center;">(b)(4)</div>			\$50,254,106.74
Obligated this action: Incrementally Fund:				\$42,038.59
				\$0.00
				\$0.00
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$50,296,145.33

3. Contract Annex 5 funding is increased from \$102,279,275.02 by \$95,698.76 to \$102,374,973.78.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$102,279,275.02
Obligated this action: Incrementally Fund:	\$95,698.76
Revised Cumulative Obligations:	\$102,374,973.78

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: January 31, 2014.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,296,145.33.

This allotment covers Task Orders 1 through 135-8, from March 1, 2008 through April 30, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,296,145.33.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 13DA1-17 is \$102,374,973.78:

This allotment covers Delivery Orders 1 through 13DA1-17 from March 1, 2008 through April 15, 2014.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 418		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200501420, 502049, 501948		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (if other than item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

SEE SCHEDULE

Net increase: \$1,713,903.06

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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


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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 - CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$327,923.27.
Clause B.7 - CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 1/29/14

1. Contract Base funding is increased from \$205,229,706.15 by \$1,247,976.50 to \$206,477,682.65.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center;">(b)(4)</div>			\$205,229,706.15
Obligated this action:				\$1,247,976.50
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$206,477,682.65

2. Contract Annex 4 funding is increased from \$50,296,145.33 by \$138,003.29 to \$50,434,148.62.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center;">(b)(4)</div>			\$50,296,145.33
Obligated this action: Incrementally Fund:				\$138,003.29
				\$0.00
				\$0.00
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$50,434,148.62

3. Contract Annex 5 funding is increased from \$102,374,973.78 by \$327,923.27 to \$102,702,897.05.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$102,374,973.78
Obligated this action: Incrementally Fund:	\$327,923.27
Revised Cumulative Obligations:	<u>\$102,702,897.05</u>

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: February 14, 2014.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,434,148.62.

This allotment covers Task Orders 1 through 14EC1-4, from March 1, 2008 through May 30, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,434,148.62.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2562-2 is \$102,702,897.05.

This allotment covers Delivery Orders 1 through 2562-2 from March 1, 2008 through April 30, 2014.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1									
2. AMENDMENT/MODIFICATION NO. 000419		3. EFFECTIVE DATE 02/11/2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)									
6. ISSUED BY NASA/Johnson Space Center Attn: Helen B. Bell/BJ5 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Helen B. Bell 2101 NASA Parkway Houston TX 77058-3696		CODE JSC									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PAE Applied Technologies LLC 6500 West Freeway Ste 600 Fort Worth TX 76116-2118				(x)											
								9A. AMENDMENT OF SOLICITATION NO.							
				9B. DATED (SEE ITEM 11)											
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C											
CODE 1JGQ2 FACILITY CODE				10B. DATED (SEE ITEM 13) 01/03/2008											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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.															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td style="text-align: center;">X</td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>								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)
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 <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to correct a system error that prevented a change in vendor name from correctly processing in Mod 408. A previous attempt to fix this error was made as ADJ408 (adjustment Mod), but failed to fix the issue. History: The vendor was changed from CSC to PAE in modification 408, but a system error prevented a technical process from occurring. Modification 408, in full compliance with FAR 52.215-19 - Notification of Ownership Changes and FAR 42.12 - Novation and Change of Name Agreements properly addressed all of substantive legal and contract items. This modification is merely procedural in nature. Payment Terms: Net 30 days															
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)											
				Jason C. Phillips											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphil4 Date: 2014.02.11 16:40:28 -06'00'		16C. DATE SIGNED									
(Signature of person authorized to sign)				Jason Phillips		02/11/2014									
				(Signature of Contracting Officer)											

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)	
ADJ419		02/11/2014					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		JSC				JSC	
NASA/Johnson Space Center Attn: Helen B. Bell/BJ5 2101 NASA Parkway Houston TX 77058-3696				NASA/Johnson Space Center Helen B. Bell 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
PAE Applied Technologies LLC 6500 West Freeway Ste 600 Fort Worth TX 76116-2118				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				z			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C			
				10B. DATED (SEE ITEM 13)			
CODE 1JGQ2		FACILITY CODE		01/03/2008			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this modification is to correct a system error that prevented a change in vendor name from correctly processing in Mod 408. Previous attempts to fix this error were made as ADJ408 (Adjustment Mod) and Mod 419, but failed to fix the issue.							
History: The vendor was changed from CSC to PAE in modification 408, but a system error prevented a technical process from occurring. Modification 408, in full compliance with FAR 52.215-19 - Notification of Ownership Changes and FAR 42.12 - Novation and Change of Name Agreements properly addressed all of substantive legal and contract items. This modification is merely procedural in nature.							
Payment Terms: Net 30 days							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)			
				Shari K. Miller			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				Digitally signed by SHARI MILLER DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=SHARI MILLER 0.9.2342.1.9200300.100.1.1=skriller (Signature of Contracting Officer)		02/11/2014	
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000420		3. EFFECTIVE DATE 02/12/2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Johnson Space Center Attn: Helen B. Bell/BJ5 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Helen B. Bell 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PAE Applied Technologies LLC 6500 West Freeway Ste 600 Fort Worth TX 76116-2118				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C			
CODE 1JGQ2		FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to, IAW Contract Clause H.9 - Key Personnel and Facilities, replace Michael Matteson with David Popham as Program Manager. Section H.9 is therefore replaced in its entirety with the following: H.9 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 CO reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Jason C. Phillips			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphill4 Date: 2014.02.12 12:07:13 -0600 (Signature of Contracting Officer)		16C. DATE SIGNED 02/12/2014	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNJ08JA02C/000420	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
PAE Applied Technologies LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>detail to permit evaluation of the impact on this Contract.</p> <p>B. The Contractor shall make no diversion without the CO's written consent; provided that the CO may ratify in writing the proposed change, and that ratification shall constitute the CO's consent required by this clause.</p> <p>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.</p> <p>David Popham - Program Manager Vacant - Deputy Program Manager Vacant - Chief Engineer (b)(4) - Business Manager (b)(4) - Safety, Health and Environmental Manager (b)(4) - Energy Manager</p> <p>(End of clause) Payment Terms: Net 30 days</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 421		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200502556, 502555, 502563		5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$1,074,326.57

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

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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:
<input checked="" type="checkbox"/>	D. OTHER: Specify type of modification and authority 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$701,167.54.
- Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2/13/14

1. Contract Base funding is increased from \$206,477,682.65 by \$300,000.00 to \$206,777,682.65.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$206,477,682.65
Obligated this action:				\$300,000.00
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$206,777,682.65

2. Contract Annex 4 funding is increased from \$50,434,148.62 by \$75,159.03 to \$50,509,307.65.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$50,434,148.62
Obligated this action: Incrementally Fund:				\$73,159.03
Redistribute from Annex 5 to Annex 4:				\$2,000.00
				<u>\$0.00</u>
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$50,509,307.65

3. Contract Annex 5 funding is increased from \$102,702,897.05 by \$699,167.54 to \$103,402,064.59.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$102,702,897.05
Obligated this action: Incrementally Fund:	\$701,167.54
Redistribute from Annex 5 to Annex 4:	(\$2,000.00)
	<u></u>
Revised Cumulative Obligations:	\$103,402,064.59

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: February 21, 2014.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$50,509,307.65.

This allotment covers Task Orders 1 through 14SK1, from March 1, 2008 through June 30, 2014.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$50,509,307.65.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2643 is \$103,402,064.59.

This allotment covers Delivery Orders 1 through 2643 from March 1, 2008 through May 15, 2014.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of \$12,521,713.69.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 422	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200504000	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(v)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
				10B. DATED (SEE ITEM 13) 01/03/2008
CODE 1JGQ2	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$650,000.00

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

(v)	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 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to:

1. Incrementally Fund Base Estimated Cost in the amount of (b)(4)

Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		Karon F. Porche	2/19/14

1. Contract Base funding is increased from \$206,777,682.65 by \$650,000.00 to \$207,427,682.65.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$206,777,682.65
Obligated this action:				\$650,000.00
				\$0.00
Revised Cumulative Obligations:				\$207,427,682.65

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: March 2, 2014.

- (b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.
- (c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 423		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200504482,504992,504483,505521		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov			CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE	10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net increase: **\$13,239,255.86**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)


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

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

The purpose of this modification is to:

1. Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$1,112,164.77.
4. Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of (b)(4)
Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)
Redistributing Funds from Annex 4 Fixed Fee to Annex 5 Fixed Fee in the amount of (b)(4)
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by jason.c.phillips@nasa.gov DN: cn=jason.c.phillips@nasa.gov Date: 2014.03.04 15:19:24 -06'00'	16C. DATE SIGNED 03/04/2014

1. Contract Base funding is increased from \$207,427,682.65 by \$11,970,070.16 to \$219,397,752.81.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$207,427,682.65
Obligated this action:	(b)(4)			\$11,970,070.16
				\$0.00
Revised Cumulative Obligations:				\$219,397,752.81

2. Contract Annex 4 funding is increased from \$50,509,307.65 by \$142,295.93 to \$50,651,603.58.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$50,509,307.65
Obligated this action: Incrementally Fund:	(b)(4)			\$157,020.93
Redistribute from Annex 4 to Annex 5:				(\$20,000.00)
Redistribute from Annex 5 to Annex 4:				\$5,275.00
				\$0.00
Revised Cumulative Obligations:				\$50,651,603.58

3. Contract Annex 5 funding is increased from \$103,402,064.59 by \$1,126,889.77 to \$104,528,954.36.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$103,402,064.59
Obligated this action: Incrementally Fund:	\$1,112,164.77
Redistribute from Annex 4 to Annex 5:	\$20,000.00
Redistribute from Annex 5 to Annex 4:	(\$5,275.00)
Revised Cumulative Obligations:	\$104,528,954.36

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **July 4, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$50,651,603.58.**

This allotment covers Task Orders 1 through 139-1, from **May 1, 2008** through **July 15, 2014.**

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$50,651,603.58.**

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37.**

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2655 is **\$104,528,954.36.**

This allotment covers Delivery Orders 1 through 2655 from **March 1, 2008** through **May 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

424

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200506627,506626,506681

5. PROJECT NO. (If applicable)

6. ISSUED BY

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

CODE

BJ

7. ADMINISTERED BY (If other than Item 6)

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

CODE

BJ5

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

PAE Applied Technologies LLC
Attn: David W. Popham, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$249,617.10****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)

1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Base Estimated Cost in the amount of (b)(4)

Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.

2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)

Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)

Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.

3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$116,812.00.

4. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)

Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Stephanie D. Hunter, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Base funding is increased from \$219,397,752.81 by \$5,526.72 to \$219,403,279.53.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$219,397,752.81
Obligated this action:				\$5,526.72
				\$0.00
Revised Cumulative Obligations:				\$219,403,279.53

2. Contract Annex 4 funding is increased from \$50,651,603.58 by \$161,623.38 to \$50,813,226.96.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$50,651,603.58
Obligated this action: Incrementally Fund:				\$127,278.38
Redistribute from Annex 5 to Annex 4:				\$34,345.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,813,226.96

3. Contract Annex 5 funding is increased from \$104,528,954.36 by \$82,467.00 to \$104,611,421.36.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$104,528,954.36
Obligated this action: Incrementally Fund:	\$116,812.00
Redistribute from Annex 5 to Annex 4:	(\$34,345.00)
Revised Cumulative Obligations:	\$104,611,421.36

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **July 4, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$50,813,226.96.**

This allotment covers Task Orders 1 through 14AH1-1, from **May 1, 2008** through **July 15, 2014.**

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$50,813,226.96.**

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37.**

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 14SK1-3 is **\$104,611,421.36.**

This allotment covers Delivery Orders 1 through 14SK1-3 from **March 1, 2008** through **May 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 4
2. AMENDMENT/MODIFICATION NO. 425	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200508274,508275	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
			10B. DATED (SEE ITEM 13) 01/03/2008
CODE 1JGQ2	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$678,836.01

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to:

To correct an inadvertent error caused on Mod 18 page 2 sections 3 "Obligated this action" was \$1,605,126.07 the corrected amount is \$1,605,126.12; an inadvertent error caused on Mod 211 page 3 sections 3 "Redistributed from Annex 4 to Annex 5" was (b)(4) the corrected amount is (b)(4) With that said the new cumulative total for Annex 5 is increased by \$0.06 to \$104,611,421.41 which will show the correction on Mod 425.

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)

Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)

Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.

2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$551,512.50.

Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Karon F. Porche	16C. DATE SIGNED 3/31/14

1. Contract Annex 4 funding is increased from \$50,813,226.96 by \$127,323.51 to \$50,940,550.47.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$50,813,226.96
Obligated this action: Incrementally Fund:				\$127,323.51
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$50,940,550.47

2. Contract Annex 5 funding is increased from \$104,611,421.41 by \$551,512.50 to \$105,162,933.91.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$104,611,421.41
Obligated this action: Incrementally Fund:	\$551,512.50
Revised Cumulative Obligations:	\$105,162,933.91

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$50,940,550.47**.

This allotment covers Task Orders 1 through 14JA1-2, from **May 1, 2008** through **July 31, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$50,940,550.47**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2677 is **\$105,162,933.91.**

This allotment covers Delivery Orders 1 through 2677 from **March 1, 2008** through **May 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		23
2. AMENDMENT/MODIFICATION NO. 426		3. EFFECTIVE DATE See Block 16C		5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(4)		9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
CODE 1JGQ2		FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008		

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)
SEE SCHEDULE

Net increase:

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.222-43 Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts)(Nov 2006)
	D. OTHER: Specify type of modification and authority)

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

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

Effective March 1, 2014, Revise Section J, Attachment E entitled "WAGE DETERMINATION SERVICE CONTRACT" as follows:

1. Wage Determination, WD 2005-2516, Rev. 15 is replaced in its entirety by WD 2005-2516, Rev.16.
2. Davis Bacon Wage Determination TX120092 is replaced in its entirety by TX140092, Modification 1.
3. CBA-2006-493, Rev. 4 is replaced in its entirety by CBA-2006-493, Rev. 5.
4. CBA-2006-494, Rev. 4 is replaced in its entirety by CBA-2006-494, Rev. 5.
5. CBA-2006-495, Rev. 6 is replaced in its entirety by CBA-2006-495, Rev. 7.
6. CBA-2006-496, Rev. 2 is replaced in its entirety by CBA-2006-496, Rev. 3.

This modification is administrative in nature and results in no additional cost to the Government.

See attachments

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) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

WD 05-2516 (Rev.-16) was first posted on www.wdol.gov on 06/25/2013

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2516
Revision No.: 16
Date Of Revision: 06/19/2013

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	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76

05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57

12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
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	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43

15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning	21.04

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.95
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services	13.83
Coordinator	
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51

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	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32

31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

following standards as compliance:

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

General Decision Number: TX140092 01/31/2014 TX92

Superseded General Decision Number: TX20130092

State: Texas

Construction Type: Building

County: Harris County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories). (Use current highway general wage determination for Paving & Utilities incidental to Building Construction for Harris County

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014

ASBE0022-002 06/01/2012

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	\$ 20.41	9.55

BOIL0074-002 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 22.71	20.63

CARP0551-001 04/01/2013

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work).....	\$ 21.23	7.87

ELEC0716-002 08/29/2011

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers.).....	\$ 27.65	7.70

ELEV0031-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.545	25.185+a

FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

PLAS0079-001 07/01/2004

	Rates	Fringes
PLASTERER.....	\$ 19.42	1.00

PLUM0068-003 10/01/2012

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 30.29	9.50

* PLUM0211-004 10/01/2013

	Rates	Fringes
Pipefitters (HVAC Pipe Only).....	\$ 29.39	10.31

SFTX0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.36	16.62

SHEE0054-004 07/01/2011

	Rates	Fringes
Sheet metal worker (Including HVAC Duct and System Installation).....	\$ 25.37	7.99

SUTX2005-010 03/24/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls Only).....	\$ 14.00	0.00
BRICKLAYER.....	\$ 18.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.83	0.00
DRYWALL FINISHER/TAPER.....	\$ 12.13	1.01
DRYWALL HANGER, Includes Metal Stud Installation.....	\$ 12.96	1.59

Formbuilder/Formsetter.....	\$ 11.82	0.00
GLAZIER.....	\$ 14.92	2.78
INSULATOR -BATT AND FOAM.....	\$ 10.00	0.00
Ironworkers:		
Reinforcing.....	\$ 12.06	0.00
Structural.....	\$ 15.68	0.00
Laborers:		
Common.....	\$ 9.29	0.00
Mason Tender Brick.....	\$ 10.13	0.00
Mason Tender Cement.....	\$ 9.86	0.00
Pipelayer.....	\$ 12.35	0.00
Plaster Tender.....	\$ 12.90	2.51
LATHER.....	\$ 16.90	3.61
Painter (Brush, Roller, and Spray).....	\$ 11.17	0.00
Pipefitters (Excluding HVAC Pipe).....	\$ 19.20	8.23
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 13.50	0.25
Backhoe.....	\$ 12.54	0.00
Crane.....	\$ 17.95	3.56
Forklift.....	\$ 15.46	5.15
Slab & Wall Saw.....	\$ 15.54	3.83
ROOFER.....	\$ 11.51	0.57
TILE FINISHER.....	\$ 12.00	0.43
TILE SETTER.....	\$ 15.70	1.09
TRUCK DRIVER.....	\$ 10.78	1.57

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain ineffect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

REGISTER OF WAGE DETERMINATION 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
Diane Koplewski Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-493 Revision No.: 5 Date Of Last Revision: 3/19/2014	
State: Texas	
Area: Harris	

Employed on NASA Johnson Space Center contract for Special Purpose Equipment on the Facilities support services contract.

Collective Bargaining Agreement between contractor: CSC Applied Technology, LLC, and union: International Association of Machinists and Aerospace Workers, D Local 1786, effective 11/1/2011 through 9/30/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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
Diane Koplewski Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-494 Revision No.: 5 Date Of Last Revision: 3/19/2014	
State: Texas	
Area: Harris	

Employed on NASA Johnson Space Center contract for Operations and Maintenance of Facilities Systems for the Facilities support services contract.

Collective Bargaining Agreement between contractor: CSC Applied Technology Division, and union: International Union of Operating Engineers Local 564, effective 9/1/2012 through 8/31/2016.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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
Diane Koplewski Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-495 Revision No.: 7 Date Of Last Revision: 3/19/2014	
State: Texas	
Area: Harris	

Employed on NASA Johnson Space Center contract for Project Maintenance and Repair on the Facilities support services contract.

Collective Bargaining Agreement between contractor: DynCorp Technical Services, LLC, A CSC Company, and union: General Presidents' Project Maintenance Agreement, effective 3/1/2014 through 2/28/2015.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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
Diane Koplewski Director	Division of Wage Determinations
Wage Determination No.: CBA-2006-496 Revision No.: 3 Date Of Last Revision: 3/19/2014	
State: Texas	
Area: Harris	

Employed on NASA Johnson Space Center contract for Work Control Operations for the Facilities support services contract.

Collective Bargaining Agreement between contractor: M1 Support Services, LP, and union: International Union of Operating Engineers Local 347, effective 4/1/2013 through 3/31/2017.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

427

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200468735, 478171

5. PROJECT NO. (If applicable)

6. ISSUED BY

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

CODE

BJ

7. ADMINISTERED BY (If other than Item 6)

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

CODE

BJ5

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

PAE Applied Technologies LLC
Attn: David W. Popham, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net decrease: -\$17,384.00

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.

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)
1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

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

The purpose of this modification is to:

1. Deobligate from Annex 5 Firm Fixed Price in the amount of -\$17,384.00, need funds for other requirements.

Clause B.7 - CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Karon F. Porche, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Annex 5 funding is decreased from \$105,162,933.92 by -\$17,384.00 to \$105,145,549.92.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$105,162,933.92
De-Obligate this action: Incrementally Fund:	(\$17,384.00)
Revised Cumulative Obligations:	\$105,145,549.92

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2684 is **\$105,145,549.92**.

This allotment covers Delivery Orders 1 through 2684 from **March 1, 2008** through **May 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 61 PAGES	
2. AMENDMENT/MODIFICATION NO. 428		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Dominic Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
						10B. DATED (SEE ITEM 13) 01/03/2008
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase:

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to:

1. Incorporate by reference FAR Clause 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014). The addition of this clause will update Section I.1 of the contract.


2. Replace FAR Clause 52.219-9, Small Business Subcontracting Plan (Alternate II) (JAN 1999) in its entirety with FAR clause 52.219-9 (Deviation) – Allowing Annual Summary Subcontract Reporting (SSR) In Lieu of Semi-Annually Reporting (NOV 2013). The addition of this clause will update Section I.1 of the contract.

3. Update DRD AR-1-6 – Small Business Subcontracting Plan in Contract Section J, Attachment D, Page J-60, DELETE: “The Contractor shall submit a Small Business Subcontracting Plan in accordance with FAR Clause 52.219-9”, ADD: “The Contractor shall submit a Small Business Subcontracting Plan in accordance with FAR Clause 52.219-9 (Deviation)”.

4. Incorporate Safety & Health Plan dated 03/01/2014 (attached). The addition with update Attachment J-B – Contractor Plans in its entirety.

This modification is at no additional cost to the Government.

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.

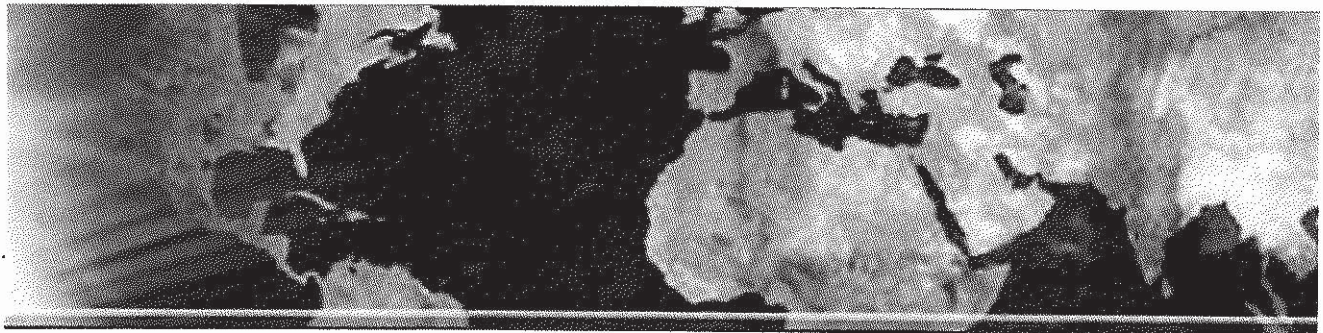
15A. NAME AND TITLE OF SIGNER (Type or print) Dennis K. Smith, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR DENNIS SMITH (affiliate) <small>Digitally signed by DENNIS SMITH (affiliate) DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, ou=2425 IP2008081001.1, cn=DENNIS SMITH (affiliate) Date: 2014.04.17 14:44:21 -0500</small>	15C. DATE SIGNED 04/17/2014	16B. UNITED STATES OF AMERICA  <small>Digitally signed by jason.c.phillips@nasa.gov DN: cn=jason.c.phillips@nasa.gov Date: 2014.04.22 12:52:27 -0500</small>	16C. DATE SIGNED 04/22/2014



Safety and Health Plan

**Lyndon B. Johnson
Facility Support Services
Contract No. NNJ08JA02C**

**Prepared by:
PAE - Technical Services**



Pages 25 through 83 redacted for the following reasons:

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. 429		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200509228,509220, 510023		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
CODE 1JGQ2				FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE


Net increase: **\$4,447,073.38****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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**The purpose of this modification is to:**

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
Clause B.4 – CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$968,510.78.
Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 4/10/14

1. Contract Base funding is increased from \$219,403,279.53 by \$3,200,000.00 to \$222,603,279.53.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$219,403,279.53
Obligated this action:				\$3,200,000.00
				\$0.00
Revised Cumulative Obligations:				\$222,603,279.53

2. Contract Annex 4 funding is increased from \$50,940,550.47 by \$278,562.60 to \$51,219,113.07.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$50,940,550.47
Obligated this action: Incrementally Fund:				\$278,562.60
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$51,219,113.07

3. Contract Annex 5 funding is increased from \$105,145,549.92 by \$968,510.78 to \$106,114,060.70.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$105,145,549.92
Obligated this action: Incrementally Fund:	\$968,510.78
Revised Cumulative Obligations:	\$106,114,060.70

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **August 1, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,219,113.07.**

This allotment covers Task Orders 1 through 14ER1-2, from **March 1, 2008** through **August 1, 2014.**

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,219,113.07.**

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37.**

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2685 is **\$106,114,060.70.**

This allotment covers Delivery Orders 1 through 2685 from **March 1, 2008** through **June 1, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

430

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200511644,511211

5. PROJECT NO. (If applicable)

6. ISSUED BY

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

CODE

BJ

7. ADMINISTERED BY (If other than Item 6)

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

CODE

BJ5

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

PAE Applied Technologies LLC
Attn: David W. Popham, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ08JA02C10B. DATED (SEE ITEM 13)
01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$77,975.47

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)
1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)

Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)

Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.

2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$762.49.

Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

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

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

Jason C. Phillips, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

4/23/2014

1. Contract Annex 4 funding is increased from \$51,219,113.07 by \$77,212.98 to \$51,296,326.05.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$51,219,113.07
Obligated this action: Incrementally Fund:				\$77,212.98
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$51,296,326.05

2. Contract Annex 5 funding is increased from \$106,114,060.70 by \$762.49 to \$106,114,823.19.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$106,114,060.70
Obligated this action: Incrementally Fund:	\$762.49
Revised Cumulative Obligations:	\$106,114,823.19

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,296,326.05**.

This allotment covers Task Orders 1 through 14ER1-2, from **March 1, 2008** through **August 1, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,296,326.05**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6

The total firm-fixed-price of Delivery Orders 1 through 2697 is **\$106,114,823.19.**

This allotment covers Delivery Orders 1 through 2697 from **March 1, 2008** through **June 1, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. 431		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200204353, 307444, 309819, 346245,		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(✓)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
						10B. DATED (SEE ITEM 13) 01/03/2008
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net decrease: **-\$171.17****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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

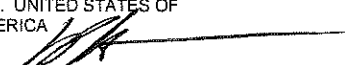
The purpose of this modification is to:

1. Deobligate from Annex 4 Estimated Cost in the amount of -\$171.17, funds have expired.

Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/13/14

1. Contract Annex 4 funding is decreased from \$51,296,326.05 by -\$171.17 to \$51,296,154.88.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,296,326.05
DE-Obligated this action: Incrementally Fund:				(\$171.17)
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$51,296,154.88

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6

- (a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,296,154.88**.

This allotment covers Task Orders 1 through 130-1, from **March 1, 2008** through **August 1, 2014**.

- (b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.
- (c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,296,154.88**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

- (b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

- (c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

432

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200512989,512583

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6)

CODE

BJ5

Helen Bell, Contract Specialist

PH: 281.483.8149

Email: helen.b.bell@nasa.gov

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

PAE Applied Technologies LLC
Attn: David W. Popham, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: \$64,333.19

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)
1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Deobligate from Annex 4 Estimated Cost in the amount of (b)(4) funds have expired.
Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$208,136.44.
3. Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$1,500.00.

See Page 2

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

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

Alice J. Pursell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

4. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*

5. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is decreased from \$51,296,154.88 by -\$145,303.25 to \$51,150,851.63.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 100px;">(b)(4)</div>			\$51,296,154.88
DE-Obligated this action:				(\$159,944.75)
Incrementally Funded: this Action				\$16,141.50
Redistribute from Annex 4 to Annex 5:				(\$1,500.00)
				\$0.00
Revised Cumulative Obligations:				\$51,150,851.63

2. Contract Annex 5 funding is increased from \$106,114,823.19 by \$209,636.44 to \$106,324,459.63.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$106,114,823.19
Obligated this action: Incrementally Fund:	\$208,136.44
Redistribute Funds to Annex 5 from Annex 4:	\$1,500.00
Revised Cumulative Obligations:	\$106,324,459.63

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,150,851.63**.

This allotment covers Task Orders 1 through 130-1, from **March 1, 2008** through **October 31, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,150,851.63**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2706 is **\$106,324,459.63**.

This allotment covers Delivery Orders 1 through 2706 from **March 1, 2008** through **August 31, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4		
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">433</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200514889,514926</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$1,003,535.01****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

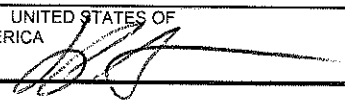
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Deobligate from Annex 4 Estimated Cost in the amount of (b)(4) wrong accounting code.
Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
2. Deobligate from Annex 5 Firm Fixed Price in the amount of -\$2,641.10, expired funds.
Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$1,005,300.00.
3. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/22/2014

4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$35,962.00.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is decreased from \$51,150,851.63 by -\$34,235.89 to \$51,116,615.74.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 100px;">(b)(4)</div>			\$51,150,851.63
DE-Obligated this action:				(\$23,141.05)
Incrementally Funded: this Action				\$17,867.16
Redistribute from Annex 4 to Annex 5:				(\$35,962.00)
Redistribute from Annex 5 to Annex 4:				\$7,000.00
Revised Cumulative Obligations:				\$51,116,615.74

2. Contract Annex 5 funding is increased from \$106,324,459.63 by \$1,031,620.90 to \$107,356,080.53.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$106,324,459.63
DeObligated this Action:	(\$2,641.10)
Obligated this Action: Incrementally Fund:	\$1,005,300.00
Redistribute Funds to Annex 5 from Annex 4:	\$35,962.00
Redistribute Funds to Annex 4 from Annex 5:	(\$7,000.00)
Revised Cumulative Obligations:	\$107,356,080.53

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,116,615.74**.

This allotment covers Task Orders 1 through 14KA1-2, from **March 1, 2008** through **October 31, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,116,615.74**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 14KA1-3 is **\$107,356,080.53.**

This allotment covers Delivery Orders 1 through 14KA1-3 from **March 1, 2008** through **September 10, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

434

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

n/a

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

BJ

NASA Lyndon B. Johnson Space Center
Institutional Procurement Office
Houston, TX 77058

7. ADMINISTERED BY (If other than Item 6)

CODE

BJ5

Helen Bell, Contract Specialist
PH: 281.483.8149
Email: helen.b.bell@nasa.gov

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

PAE Applied Technologies LLC
Attn: David W. Popham, Program Manager
6500 West Fwy, Suite 600
Fort Worth, TX 76116

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNJ08JA02C

10B. DATED (SEE ITEM 13)

01/03/2008

CODE 1JGQ2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: 0.00

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.

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)
1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Correct an erroneous error on Mod 433 page 1 block 14 number 2, stated "Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$1,005,300.00." The correct statement is: "Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$1,011,450.00." The difference is \$6,150.00.
2. Correct an erroneous error on Mod 433 page 2 number 2, stated "Contract Annex 5 funding is increased from (b)(4) by (b)(4) to (b)(4)." The correct statement is: "Contract Annex 5 funding is increased from (b)(4) by (b)(4) to (b)(4)." The difference is \$6,150.00.
3. Correct an erroneous error on Mod 433 page 4 number 1 stated "The total firm-fixed-price of Delivery Orders 1 through 14KA1-3 is (b)(4)." The correct statement is: "The total firm-fixed-price of Delivery Orders 1 through 14KA1-3 is (b)(4)." The difference is \$6,150.00.

Note The Net increase of Mod 433 is Not affected by the Corrections listed above.

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

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

Jason C. Phillips, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

1. Contract Annex 5 funding is increased from \$107,356,080.53 by \$6,150.00 to \$107,362,230.53.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
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Prior Cumulative Obligations:	\$107,356,080.53
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(Note: this Action is reflecting the amount not added on page 1,2 & 4 of Mod 433)	\$6,150.00
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Revised Cumulative Obligations:	\$107,362,230.53
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B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 14KA1-3 is **\$107,362,230.53**.

This allotment covers Delivery Orders 1 through 14KA1-3 from **March 1, 2008** through **September 10, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 7 PAGES	
2. AMENDMENT/MODIFICATION NO 435		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE RFO NO N/A		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058				7. ADMINISTERED BY (if other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov			
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
				X		10B. DATED (SEE ITEM 13) 01/03/2008	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-2 – "Changes—Cost-Reimbursement (Alternate II)"					
		D. OTHER: Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> 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 outline the Contract Year (CY) 7-10 Center Maintenance & Operations (CM&O) Preventive Maintenance (PM) reintegration and additions associated with High Value Asset (HVA) protection on the Facilities contract, NNJ08JA02C, at JSC, as contract modification 435. The estimated contract value (estimated cost and fixed fee) for FY 14-18 (CY 7-10) is increased by \$197,106 based on the following:							
1. Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including ID/IQ Annexes 4 & 5) 2. Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7-10 3. Update Section F, Clause F.4 Option to Extend Completion Date, for CY 7-10							
SEE PAGE 2 CONTINUATION...							
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) Dennis K. Smith, Contracts Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR DENNIS SMITH (affiliate) <small>Digitally signed by DENNIS SMITH (affiliate) DN: cn=DENNIS SMITH, o=NASA, ou=PIV, 0.9.2342.16200500.100.1.1=dennsmith, cn=DENNIS SMITH (affiliate) Date: 2014.06.18 15:13:27 -0500</small> (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA jason.c.phillips@nasa.gov <small>Digitally signed by jason.c.phillips@nasa.gov DN: cn=jason.c.phillips@nasa.gov Date: 2014.06.18 15:36:47 -0500</small> BY asa.gov (Signature of Contracting Officer)		16C. DATE SIGNED 06/18/2014	

This definitization represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7-10 increases as proposed on March 17, 2014. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

	Cost	Fee	Total
CY 7	(b)(4)	(b)(4)	\$47,337
CY 8			\$48,610
CY 9			\$49,914
CY 10			\$51,245
Total			\$197,106

Listing of HVA PM Reintegration and Additions:

BUILDING	COST EA	DESCRIPTION B7 Room 2004	JOB PLAN	RQIP	EACH	FREQ/A	TOTAL ADD
B7	(b)(4)	Triannual Drain Cleaning and Flow Test	New				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7		QUARTERLY PM OF AIR HANDLER	AHUV001				
B7	MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND	PMPV001					
B7	MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND	PMPV001					
B7	MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND	PMPV001					
B7	MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND	PMPV001					
B7	Annual Panel Electrical Distr' Inspection	PNLD004					

\$11,738.00

BUILDING	COST EA	DESCRIPTION B44 Room 116, 120-128	JOB PLAN	EQUIP	EACH	FREQ/A	TOTAL ADD
B44 ESL	(b)(4)	Triannual Drain Cleaning and Flow Test	New	(b)(4)			
B44 ESL		Semi Annual Inspection Containment Curbs	New				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL	Annual Panel Electrical Distr' Inspection	PNL004					
B44 ESL	MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND INSPECTION	PMPV001					
B44 ESL	MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND INSPECTION	PMPV001					

\$11,554.01

BUILDING	COST EA	DESCRIPTION B44 Room 144A, 152,154, 156	JOB PLAN	FOIP	EACH	FREQ / A	TOTAL ADD
B44 ESL	(b)(4)	Triannual Drain Cleaning and Flow Test	New	(b)(4)			
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		QUARTERLY PM OF AIR HANDLER	AHUV001				
B44 ESL		MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND INSPECTION	PMPV001				
B44 ESL		MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND INSPECTION	PMPV001				
B44 ESL		Annual Panel Electrical Distr' Inspection	PNL004				

\$7,194.67

BUILDING	COST EA	DESCRIPTION B16A SES Lab	JOB PLAN	FOIP	EACH	FREQ / A	TOTAL ADD
B16A	(b)(4)	Semi Annual Inspection Containment Curbs	New	(b)(4)			
B16A		Tri-annual Drain Cleaning and Flow Test	New				
B16A		Annual Panel Electrical Distr' Inspection	PNL004				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		QUARTERLY PM OF AIR HANDLER	AHUV001				
B16A		MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND INSPECTION	PMPV001				
B16A		MONTHLY PM PUMP, VIBRATION DATA COLLECTION AND INSPECTION	PMPV001				
B16A		Semiannual Air Handler leak Test Detection & Validation	New				

\$10,789.41

1. B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased BY: **\$47,337**, FROM: **\$249,671,007** TO: **\$249,718,344**.

Reference: Base Period, Years 1 through Year 7.

(End of Clause)

2. B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:

B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:

TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)

Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	N/A	\$0	\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee	(b)(4)		\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			\$35,387,796
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			\$36,375,409
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,427,859
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,500,133
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)

Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	N/A	\$0	\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee	(b)(4)		\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			\$35,387,796
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			\$36,375,409
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,427,859
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,500,133
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

NOTE: If Plan C is implemented, the last year will encompass a 15-month award-fee year. Therefore, the last 3 months of the current contract year and the following contract year earned will be converted to award-fee. In addition, the Government may exercise a CPAF contract year(s) for purposes of re-competition (see Clause H.10).

[End of Section]

3. F.4 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$249,718,344	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$286,093,753	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 8 shall become effective.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,521,612	

- F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
- B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
- B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,021,745	

- F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.
- B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
- B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,521,612	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,021,745	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 436		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200515968,516285		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$963,105.29****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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:
<input checked="" type="checkbox"/>	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)


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

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

The purpose of this modification is to:

- Deobligate from Annex 4 Estimated Cost in the amount of (b)(4) expired funds.
Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$834,739.44.
- Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 6/10/14

4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$10,860.00.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$51,116,615.74 by \$152,659.91 to \$51,269,275.65.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$51,116,615.74
DE-Obligated this action:				(\$2,941.22)
Incrementally Funded: this Action				\$131,307.07
Redistribute from Annex 4 to Annex 5:				(\$10,860.00)
Redistribute from Annex 5 to Annex 4:				\$35,154.06
Revised Cumulative Obligations:				\$51,269,275.65

2. Contract Annex 5 funding is increased from \$107,362,230.53 by \$810,445.38 to \$108,172,675.91

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$107,362,230.53
Obligated this Action: Incrementally Fund:	\$834,739.44
Redistribute Funds to Annex 5 from Annex 4:	\$10,860.00
Redistribute Funds to Annex 4 from Annex 5:	(\$35,154.06)
Revised Cumulative Obligations:	\$108,172,675.91

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,269,275.65**.

This allotment covers Task Orders 1 through 14ES7-5, from **March 1, 2008** through **November 15, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,269,275.65**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2725 is **\$108,172,675.91**.

This allotment covers Delivery Orders 1 through 2725 from **March 1, 2008** through **September 30, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 6 PAGES									
2. AMENDMENT/MODIFICATION NO. 437		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)									
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058				7. ADMINISTERED BY (If other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov											
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.									
				X		9B. DATED (SEE ITEM 11)									
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C									
						10B. DATED (SEE ITEM 13) 01/03/2008									
CODE		FACILITY CODE													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(4)</td> <td style="width: 95%;">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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-2 – “Changes—Cost-Reimbursement (Alternate II)”</td> </tr> <tr> <td></td> <td>D. OTHER: Specify type of modification and authority)</td> </tr> </table>								(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-2 – “Changes—Cost-Reimbursement (Alternate II)”		D. OTHER: Specify type of modification and authority)
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-2 – “Changes—Cost-Reimbursement (Alternate II)”														
	D. OTHER: Specify type of modification and authority)														
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)															
The purpose of this modification is to add the Geographic Information System (GIS) program to the base contract and effect the following changes to Section J Attachment A ANNEX 1 – Administrative Support: 1. Replace 1.13 – Configuration Control and Permitting , in its entirety with: “The Contractor will provide Geographic Information System (GIS) support per the Master Planning Procedural Requirements NPR 8810.1, CH 3, and Facilities Maintenance and Operations Management NPR 8831.2E, CH 6.4.6.6 to create and update drawing files for outside and inside site facilities. Outside building efforts to include but not be limited to support Master Utility Plans (MUPs) above and below ground. Inside building efforts to include but not be limited to Facility Housing Plans (FHPs) for all floors and roofs. Effort also includes interface between basic SDE GIS, ArcFM extension, and supplemental systems such as Computerized Maintenance Management System (CMMS), Electrical Equipment (EE) database, and the Space Utilization Management System (SUMS).”															
SEE PAGE 2 CONTINUATION...															
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) Dennis K. Smith, Contracts Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet G. Marquez, Contracting Officer											
15B. CONTRACTOR/OFFEROR DENNIS SMITH (affiliate) <small>Digitally signed by DENNIS SMITH (affiliate) DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, 0.9.2342.19200300.100.1.1=dksmith4, cn=DENNIS SMITH (affiliate) Date: 2014.08.19 08:14:04 -05'00'</small> (Signature of person authorized to sign)		15C. DATE SIGNED 08/19/2014		16B. UNITED STATES OF AMERICA yaranet.marquez-1 BY @nasa.gov <small>Digitally signed by yaranet.marquez-1@nasa.gov DN: cn=yaranet.marquez-1@nasa.gov Date: 2014.08.19 16:07:09 -05'00'</small> (Signature of Contracting Officer)		16C. DATE SIGNED 08/19/2014									

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

2. **Replace 1.13.15 – Master Facility Drawing Updates Ensure accurate master facility drawings**, in its entirety with: “Provide 36 complex and 144 simple GIS Field Survey Services on an as needed basis, particularly whenever a buried utility becomes exposed by either the Facilities Contractor or other contractors. Geospatial GIS Field Survey Services shall obtain geospatially accurate X (horizontal axis), Y (vertical axis), and Z (elevation), components of the utilities and transcribe the information into GIS MUPs database. GIS Field Survey Services shall be included as part of the drawing update (As-Building) process.”

Additionally, the estimated contract value (estimated cost and fixed fee) for FY 14-18 (CY 7-10) is increased by **\$216,588** based on effecting the following changes to **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS CLAUSES**:

3. **Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including ID/IQ Annexes 4 & 5) for CY 7**
4. **Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7-10**
5. **Update Section F, Clause F.4 Option to Extend Completion Date, for CY 7-10**

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7-10 increases as proposed on **May 14, 2014**. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

	Cost	Fee	Total
CY 7	(b)(4)	(b)(4)	\$52,623
CY 8			\$53,322
CY 9			\$54,624
CY 10			\$56,019
Total			\$216,588

1. **B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)**

The estimated cost of Annexes 1, 2, 3, 6, and 7 is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased BY: **\$52,623**, FROM: **\$249,718,344** TO: **\$249,770,967**.

Reference: **Base Period, Years 1 through Year 7.**

(End of Clause)

2. B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:

B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:							
TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			\$34,512,019
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			\$35,440,419
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			\$36,428,731
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,482,483
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,556,152
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	53 days	1/7/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			\$34,512,019
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			\$35,440,419
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			\$36,428,731
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,482,483
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,556,152
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

NOTE: If Plan C is implemented, the last year will encompass a 15-month award-fee year. Therefore, the last 3 months of the current contract year and the following contract year earned will be converted to award-fee. In addition, the Government may exercise a CPAF contract year(s) for purposes of re-competition (see Clause H.10).

[End of Section]

3. F.4 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost and to increase maximum available fixed fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$249,770,967	

- F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
- B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
- B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost and to increase maximum available fixed fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$286,199,698	

- F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
- B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
- B.9, entitled "Pre-priced Items" for Year 8 shall become effective.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,682,181	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,238,333	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,682,181	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,238,333	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

(End of Clause)

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7-10 increases as proposed on May 14, 2014. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. 438		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		7. ADMINISTERED BY (if other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov		CODE BJ		CODE BJ5	
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				()		9A. AMENDMENT OF SOLICITATION NO.	
				()		9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
				()		10B. DATED (SEE ITEM 13) 01/03/2008	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) Bilateral; Mutual Agreement of Both Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 replace Section G. 5 – SUBMISSION OF VOUCHERS FOR PAYMENT in its entirety with JPI 52.216-92, Submission of Vouchers for Payment (MAY 2014) (JSC Procurement Instruction). This modification is administrative in nature and is at no cost to the Government. See pages 2 and 3 for clause changes.							
Payment Terms: Net 30 days							
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) Dennis K. Smith, Contracts Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR DENNIS SMITH (affiliate) <small>Digitally signed by DENNIS SMITH (affiliate) DN: cn=US, o=U.S. Government, ou=NASA, ou=PIV, 0.9.2342.18200000.100.1.1=dennis14, email=DENNIS SMITH (affiliate) Date: 2014.06.13 15:47:06 -0500</small> (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA jason.c.phillips@nasa.gov BY asa.gov <small>Digitally signed by jason.c.phillips@nasa.gov DN: cn=jason.c.phillips@nasa.gov Date: 2014.06.13 16:00:47 -0500</small> (Signature of Contracting Officer)		16C. DATE SIGNED 06/13/2014	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 COMPUTER GENERATED		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

FROM:

G.5 SUBMISSION OF VOUCHERS FOR PAYMENT

a. All requests for reimbursement of allowable, allocable and reasonable costs incurred in accordance with the terms of this Contract to perform services required by SOW Annexes 1, 2, 3, 4, 6, and 7 as well as all requests for payment of fee shall adhere to the following:

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

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

NSSC
Financial Management Division – Accounts Payables
Building 111, C. Road
Stennis Space Center, MS 39529
Email: Nssc-accountspayable@nasa.gov

- (a) DCAA has requested direct billing on all cost reimbursable vouchers and fee vouchers until such time it will be rescinded. Based on this, the designated billing office (DBO) for cost reimbursable vouchers and fee vouchers is as follows:

DCAA Arlington Branch Office
CSC-ATD Suboffice
6500 West Freeway, Suite 102
Ft. Worth, TX 76116-2112

DC AA will be required to submit all cost reimbursable vouchers and fee vouchers directly to the NASA Shared Services Center (NSSC) via electronic mail at: NSSC-accountspayable@nasa.gov.

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

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

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

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

Defense Contract Audit Agency
Dallas Branch Office
6500 West Freeway, Suite 217
Fort Worth, TX 76116

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

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

(3) The CO may designate other recipients as required.

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

NSSC
Financial Management Division – Accounts Payables
Building 111, C. Road
Stennis Space Center, MS 39529
Email: Nssc-accountspayable@nasa.gov

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

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

(End of clause)

TO:

G.5 SUBMISSION OF VOUCHERS FOR PAYMENT (JPI 52.216-92 – Submission of Vouchers for Payment) (MAY 2014)

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the Department of Defense (DoD) Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by the Defense Contract Audit Agency based upon a risk-based review process.

(1) To access the DoD WAWF system, the Contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DoD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>

For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. For additional questions, contact the NSSC Customer Contact Center at 1-877-677-2123.

(3) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all required back-up documentation to support each payment request.

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using a Standard Form (SF) 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov

Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
Fax Number: 1-866-209-5415

(c) For both cost and fee voucher submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer outside of WAWF. The Contracting Officer may designate other recipients as required.

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

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

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT I D CODE		PAGE OF PAGES	
				1		19	
2. AMENDMENT/MOD NO. 439		3. EFFECTIVE DATE 06/18/2014		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO	
6. ISSUED BY NASA Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE		7. ADMINISTERED BY Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) PAE Applied Technologies LLC Attn: David Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(9) <input type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO	
				(10) <input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE		10A. MOD. OF CONTRACT/ORDER No NNJ08JA02C	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13) 01/03/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR 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:</p> <p>(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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (if required)							
<i>Financial Management</i>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (Alt II)							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
IMPORTANT: Contractor IS required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this modification is to replace Section B.10 Pre-Priced Items and Section B.11 Fixed Price IDIQ for contract year 7 through contract year 10 in their entirety. The contract years 1-6 remain the same.</p>							
<p>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.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER Jason C. Phillips			
15B. CONTRACTOR/OFFEROR DENNIS SMITH (affiliate) <small>Digitally signed by DENNIS SMITH (affiliate) DN: c=US, o=U.S. Government, ou=NASA, ou=PTV, 0.9.2342.19200300.100.1.1=dksmith4, cn=DENNIS SMITH (affiliate)</small> (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA jason.c.phillips@nasa.gov gov <small>Digitally signed by jason.c.phillips@nasa.gov DN: cn=jason.c.phillips@nasa.gov ou=PTV, o=U.S. Government, ou=NASA, ou=PTV, 0.9.2342.19200300.100.1.1=dksmith4, cn=DENNIS SMITH (affiliate)</small> (Signature Of Contracting Officer)		16C. DATE SIGNED 06/18/2014	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE							
30-105							
STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (48 CFR) 53.243							

B.10 PRE-PRICED ITEMS

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

			CY 1 []	CY 6 []		
			CY 2 []	CY 7 [X]		
			CY 3 []	CY 8 []		
			CY 4 []	CY 9 []		
			CY 5 []	CY 10 []		

PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL
5.3a	Cap floor receptacle	Receptacle	(b)(4)		
5.3b	Activate floor receptacle	Receptacle			
5.3c	Install new floor receptacle	Receptacle			
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle			
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot			
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot			
5.3g	Paint existing metal or wood door	Square Foot			
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door			
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door			
5.3j	Substitute a solid wood walnut door instead of a birch door described in	Door			
5.3k	Provide and install a keyed lock in a door	Lock			
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock			
	Tile				
5.3m	Remove/Replace 12"x12" (large area)	Square Foot			
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot			
5.3m2	Set up and removal of containment	Linear Foot			
5.3m3	Install carpet	Square Foot			
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot			
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot			
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot			
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher			
5.3ee.1	JPR #1-1 Asbestos Abatement	Square Foot			
5.3ee.2	JPR #1-2 Asbestos Abatement	Square Foot			

5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot		
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot		
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot		
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot		
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches		
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot		
5.3 ff.	Hurricane Plan Support			
5.3 ff.1	Hurricane Plan Review	Each		
5.3 ff.2	Provide Water	Each		
5.3 ff.3	Support for Hurricane Level 5	Each		
5.3 ff.4	Support for Hurricane Level 4	Each		
5.3 ff.5	Participate in Hurricane Exercise	Each		
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each		
5.3 gg.	Power Washing	100 Sq ft		
5.3 hh.	Site Sweeping	JSC site		
5.3 ii.1	Facility Condition Assessment (FCA)			
5.3 ii.2	FCA Inspections – Roofs	Each		
5.3 ii.3	FCA Inspection - Building Exteriors	Each		
5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each		
5.3 ii.5	FCA Inspection – Sidewalks	Each		
5.3 ii.6	FCA Inspection – Fences	Each		
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each		
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each		
5.3 ii.9	FCA Inspection – Facilities, Utilities, and Structures	Each		
5.3 jj.1	Painting			
5.3 jj.2	Crosswalk Painting	Square Foot		
5.3 jj.3	Street and Parking Lot Markings	Linear Foot		
5.3 jj.4	Water and Gas System Appurtenances	Device		
5.3 jj.5	Exterior and Miscellaneous Painting	Square Feet		
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple		
5.3 kk.1	Traffic Control, Warning and Hazard Signs			
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each		
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each		
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name)	Each		
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each		
5.3 kk.6	Replace Traffic Control Signs	Each		
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each		
5.3 kk.8	Permanently Mounted Road Surface Markers	Each		
5.3 kk.9	Interior and Exterior Warning and	Each		

(b)(4)

5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each	(b)(4)	
	Signs			
5.3kk10	Build/install starter plates	Each		
5.3kk11	Provide name plate/numbers	Each		
5.3kk12	Provide/install name plate/numbers	Each		
5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot		
5.3 mm.	Nitrogen Delivery (Labor)	Delivery		
THE TOTAL PRE-PRICED DELIVERY ORDER VALUE =				\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - 10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

Definitions:

Simple: Designs that only require a single architectural or engineering discipline to develop the final design package.

Routine: Designs that involve more than one architectural or engineering discipline to develop the final design package.

Complex: Designs that involve more than one architectural or engineering discipline and requires one or more of the following: requires specialized engineering support from a sub-contractor (such as fire protection, high pressure systems, geo-technical, etc.), requires the development of multiple design options, phased projects, or soil boring to develop the final design package.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

			CY 1 []	CY 6 []		
			CY 2 []	CY 7 []		
			CY 3 []	CY 8 [X]		
			CY 4 []	CY 9 []		
			CY 5 []	CY 10 []		
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL	
5.3a	Cap floor receptacle	Receptacle	(b)(4)			
5.3b	Activate floor receptacle	Receptacle				
5.3c	Install new floor receptacle	Receptacle				
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle				
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot				
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot				
5.3g	Paint existing metal or wood door	Square Foot				
5.3h	Install new 3'x7" door, hardware, and frame in new wall	Door				
5.3i	Install new 3'x7" door, hardware and frame in existing wall	Door				
5.3j	Substitute a solid wood walnut door instead of a birch door described in	Door				
5.3k	Provide and install a keyed lock in a door	Lock				
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock				
	Tile					
5.3m	Remove/Replace 12"x12" (large area)	Square Foot				
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot				
5.3m2	Set up and removal of containment	Linear Foot				
5.3m3	Install carpet	Square Foot				
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot				
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot				
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot				
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher				
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot				
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot				

5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot		
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot		
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot		
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot		
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches		
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot		
5.3 ff.	Hurricane Plan Support			
5.3 ff.1	Hurricane Plan Review	Each		
5.3 ff.2	Provide Water	Each		
5.3 ff.3	Support for Hurricane Level 5	Each		
5.3 ff.4	Support for Hurricane Level 4	Each		
5.3 ff.5	Participate in Hurricane Exercise	Each		
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each		
5.3 gg.	Power Washing	100 Sq ft		
5.3 hh.	Site Sweeping	JSC site		
5.3 ii.1	Facility Condition Assessment (FCA)			
5.3 ii.2	FCA Inspections – Roofs	Each		
5.3 ii.3	FCA Inspection - Building Exteriors	Each		
5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each		
5.3 ii.5	FCA Inspection – Sidewalks	Each		
5.3 ii.6	FCA Inspection – Fences	Each		
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each		
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each		
5.3 ii.9	FCA Inspection – Facilities, Utilities, and Structures	Each		
5.3 jj.1	Painting			
5.3 jj.2	Crosswalk Painting	Square Foot		
5.3 jj.3	Street and Parking Lot Markings	Linear Foot		
5.3 jj.4	Water and Gas System Appurtenances	Device		
5.3 jj.5	Exterior and Miscellaneous Painting	Square Feet		
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple		
5.3 kk.1	Traffic Control, Warning and Hazard Signs			
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each		
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each		
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each		
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each		
5.3 kk.6	Replace Traffic Control Signs	Each		
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each		
5.3 kk.8	Permanently Mounted Road Surface Markers	Each		
5.3 kk.9	Interior and Exterior Warning and	Each		

(b)(4)

5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each	(b)(4)		
	Signs				
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			
5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot			
5.3 mm.	Nitrogen Delivery (Labor)	Delivery			
THE TOTAL PRE-PRICED DELIVERY ORDER VALUE =					\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3x2' White Board					
5.3t	4x3' White Board					
5.3u	6x4' White Board					
5.3v	3x2' Bulletin Board					
5.3w	4x3' Bulletin Board					
5.3x	6x4' Bulletin Board					
5.3y	3x2' Fabric Board					
5.3z	4x3' Fabric Board					
5.3aa	6x4' Fabric Board					
5.3bb	8x4' Fabric Board					
5.3cc	4x3' Magnetic Board					
5.3dd	6x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - 10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

Definitions:

Simple: Designs that only require a single architectural or engineering discipline to develop the final design package.

Routine: Designs that involve more than one architectural or engineering discipline to develop the final design package.

Complex: Designs that involve more than one architectural or engineering discipline and requires one or more of the following: requires specialized engineering support from a sub-contractor (such as fire protection, high pressure systems, geo-technical, etc.), requires the development of multiple design options, phased projects, or soil boring to develop the final design package.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

			CY 1 []	CY 6 []	
			CY 2 []	CY 7 []	
			CY 3 []	CY 8 []	
			CY 4 []	CY 9 [X]	
			CY 5 []	CY 10 []	
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL
5.3a	Cap floor receptacle	Receptacle	(b)(4)		
5.3b	Activate floor receptacle	Receptacle			
5.3c	Install new floor receptacle	Receptacle			
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle			
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot			
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot			
5.3g	Paint existing metal or wood door	Square Foot			
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door			
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door			
5.3j	Substitute a solid wood walnut door instead of a birch door described in	Door			
5.3k	Provide and install a keyed lock in a door	Lock			
5.3l	Provide and install Mortise Cypher Lock in a door	Lock			
	Tile				
5.3m	Remove/Replace 12"x12" (large area)	Square Foot			
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot			
5.3m2	Set up and removal of containment	Linear Foot			
5.3m3	Install carpet	Square Foot			
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot			
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot			
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot			
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher			
5.3ee.1	JPR #1-1 Asbestos Abatement	Square Foot			
5.3ee.2	JPR #1-2 Asbestos Abatement	Square Foot			

5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot		
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot		
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot		
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot		
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches		
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot		
5.3 ff.	Hurricane Plan Support			
5.3 ff.1	Hurricane Plan Review	Each		
5.3 ff.2	Provide Water	Each		
5.3 ff.3	Support for Hurricane Level 5	Each		
5.3 ff.4	Support for Hurricane Level 4	Each		
5.3 ff.5	Participate in Hurricane Exercise	Each		
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each		
5.3 gg.	Power Washing	100 Sq ft		
5.3 hh.	Site Sweeping	JSC site		
5.3 ii.1	Facility Condition Assessment (FCA)			
5.3 ii.2	FCA Inspections – Roofs	Each		
5.3 ii.3	FCA Inspection - Building Exteriors	Each		
5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each		
5.3 ii.5	FCA Inspection – Sidewalks	Each		
5.3 ii.6	FCA Inspection – Fences	Each		
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each		
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each		
5.3 ii.9	FCA Inspection – Facilities, Utilities, and Structures	Each		
5.3 jj.1	Painting			
5.3 jj.2	Crosswalk Painting	Square Foot		
5.3 jj.3	Street and Parking Lot Markings	Linear Foot		
5.3 jj.4	Water and Gas System Appurtenances	Device		
5.3 jj.5	Exterior and Miscellaneous Painting	Square Feet		
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple		
5.3 kk.1	Traffic Control, Warning and Hazard Signs			
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each		
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each		
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name)	Each		
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each		
5.3 kk.6	Replace Traffic Control Signs	Each		
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each		
5.3 kk.8	Permanently Mounted Road Surface Markers	Each		
5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each		

(b)(4)

5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each	(b)(4)		
	Signs				
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			
5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot			
5.3 mm.	Nitrogen Delivery (Labor)	Delivery			
THE TOTAL PRE-PRICED DELIVERY ORDER VALUE =					
					\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - \$10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

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B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

			CY 1 []	CY 6 []		
			CY 2 []	CY 7 []		
			CY 3 []	CY 8 []		
			CY 4 []	CY 9 []		
			CY 5 []	CY 10 [X]		
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL	
5.3a	Cap floor receptacle	Receptacle	(b)(4)			
5.3b	Activate floor receptacle	Receptacle				
5.3c	Install new floor receptacle	Receptacle				
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle				
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot				
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot				
5.3g	Paint existing metal or wood door	Square Foot				
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door				
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door				
5.3j	Substitute a solid wood walnut door instead of a birch door described in	Door				
5.3k	Provide and install a keyed lock in a door	Lock				
5.3l	Provide and install Mortise Cypher Lock in a door	Lock				
	Tile					
5.3m	Remove/Replace 12"x12" (large area)	Square Foot				
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot				
5.3m2	Set up and removal of containment	Linear Foot				
5.3m3	Install carpet	Square Foot				
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot				
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot				
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot				
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher				
5.3ee.1	JPR #-1 Asbestos Abatement	Square Foot				
5.3ee.2	JPR #-2 Asbestos Abatement	Square Foot				

5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches	(b)(4)		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot			
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot			
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot			
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot			
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches			
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot			
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot			
5.3 ff.	Hurricane Plan Support				
5.3 ff.1	Hurricane Plan Review	Each			
5.3 ff.2	Provide Water	Each			
5.3 ff.3	Support for Hurricane Level 5	Each			
5.3 ff.4	Support for Hurricane Level 4	Each			
5.3 ff.5	Participate in Hurricane Exercise	Each			
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each			
5.3 gg.	Power Washing	100 Sq ft			
5.3 hh.	Site Sweeping	JSC site			
5.3 ii.1	Facility Condition Assessment (FCA)				
5.3 ii.2	FCA Inspections – Roofs	Each			
5.3 ii.3	FCA Inspection - Building Exteriors	Each			
5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each			
5.3 ii.5	FCA Inspection – Sidewalks	Each			
5.3 ii.6	FCA Inspection – Fences	Each			
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5.3 jj.2	Crosswalk Painting	Square Foot			
5.3 jj.3	Street and Parking Lot Markings	Linear Foot			
5.3 jj.4	Water and Gas System Appurtenances	Device			
5.3 jj.5	Exterior and Miscellaneous Painting	Square Feet			
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple			
5.3 kk.1	Traffic Control, Warning and Hazard Signs				
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each			
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each			
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each			
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each			
5.3 kk.6	Replace Traffic Control Signs	Each			
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each			
5.3 kk.8	Permanently Mounted Road Surface Markers	Each			
5.3 kk.9	Interior and Exterior Warning and	Each			

5.3 kk 9	Interior and Exterior Warning and Hazard Signs	Each	(b)(4)		
	Signs				
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			
5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot			
5.3 mm.	Nitrogen Delivery (Labor)	Delivery			
THE TOTAL PRE-PRICED DELIVERY ORDER VALUE =					\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1)	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - \$10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

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--

(End of Clause)

B.11 FIXED PRICE ID/IQ PROPOSAL RATES			
REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT			
This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without overhead and profit applied.			
ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input checked="" type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input type="checkbox"/> Contract Year 10	
			Straight Time Rate +
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			
Engineer III			
Engineer II			
Engineer I			
Administration Specialist III			
Administration Specialist II			

Administration Specialist I	(b)(4)		
Business Specialist II			
Business Specialist I			
System Operator II			
System Operator I			
ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input checked="" type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input type="checkbox"/> Contract Year 10	
			Straight Time Rate +
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			
Engineer III			
Engineer II			
Engineer I			

Administration Specialist III	(b)(4)		
Administration Specialist II			
Administration Specialist I			
Business Specialist II			
Business Specialist I			
System Operator II			
System Operator I			
ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input checked="" type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input type="checkbox"/> Contract Year 10	
			Straight Time Rate +
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			
Engineer III			

Engineer II			
Engineer I			
Administration Specialist III			
Administration Specialist II			
Administration Specialist I			
Business Specialist II			
Business Specialist I			
System Operator II			
System Operator I			
(b)(4)			
ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input checked="" type="checkbox"/> Contract Year 10	
			Straight Time Rate +
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager			
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
(b)(4)			

Quality Engineer II		(b)(4)
Quality Engineer I		
Engineer III		
Engineer II		
Engineer I		
Administration Specialist III		
Administration Specialist II		
Administration Specialist I		
Business Specialist II		
Business Specialist I		
System Operator II		
System Operator I		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 6 PAGES	
2. AMENDMENT/MODIFICATION NO. 440		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov		CODE BJ5	
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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.

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

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

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

The purpose of modification 440 is to incorporate contract value changes of PM Reconciliation and Bus Duct Repairs in Building 45.

The estimated contract value (estimated cost and fixed fee) for FY 14-18 (CY 7-10) is decreased by the **net of -\$4,206** based on effecting the following changes to SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS CLAUSES THAT PERTAIN TO THE CONTRACT IN GENERAL:

- Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including IDIQ Annexes 4 & 5)**
- Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7-10**
- Update Section F, Clause F.4 Option to Extend Completion Date, for CY 7-10**

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

15A. NAME AND TITLE OF SIGNER (Type or print) Dennis K. Smith, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, 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

NSN 7540-01-152-8070
 PREVIOUS EDITION UNUSABLE

30-105
 COMPUTER GENERATED

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

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7-10 increases as proposed on **May 14, 2014**. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

Bus Duct Repairs – Building 45

	Cost	Fee	Total
CY 7	(b)(4)		\$30,888

PM Reconciliation

	Cost	Fee	Total
CY 7	(b)(4)		-\$8,434
CY 8			-\$8,656
CY 9			-\$8,885
CY 10			-\$9,119
Total			-\$35,095

Rollup – Bus Duct Repairs and PM Reconciliation

	Cost	Fee	Total
CY 7	(b)(4)		\$22,454
CY 8			-\$8,656
CY 9			-\$8,885
CY 10			-\$9,119
Total			-\$4,207

1. B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased BY: **\$22,454**, FROM: **\$249,770,967** TO: **\$249,793,421**.

Reference: **Base Period, Years 1 through Year 7**

(End of Clause)

2. **B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:**

B.12		PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:					
TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			\$35,462,873
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			\$36,420,075
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,473,598
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,547,033
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)

Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	53 days	1/7/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			\$35,736,279
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			\$35,462,873
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			\$36,420,075
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,473,598
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,547,033
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

NOTE: If Plan C is implemented, the last year will encompass a 15-month award-fee year. Therefore, the last 3 months of the current contract year and the following contract year earned will be converted to award-fee. In addition, the Government may exercise a CPAF contract year(s) for purposes of re-competition (see Clause H.10).

[End of Section]

3. F.4 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost and to increase maximum available fixed fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$249,793,421	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$286,213,496	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 8 shall become effective.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,687,094	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,234,127	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,687,094	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,234,127	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 5	
2. AMENDMENT/MODIFICATION NO. 441		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200517698,516757,517779		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
				10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE						
Net increase: \$3,235,046.62						

**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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Base Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Base Fixed Fee in the amount of **(b)(4)**
2. Deobligate from Annex 4 Estimated Cost in the amount of **(b)(4)** expired funds.
Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
3. Deobligate from Annex 5 Firm Fixed Price in the amount of -\$9,377.63.
Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$534,127.76.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Pprche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		<i>Karon F. Pprche</i>	6/19/14

4. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)*
5. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
6. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
7. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$222,603,279.53 by \$2,688,900.46 to \$225,292,179.99.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$222,603,279.53
Obligated this action:				\$2,688,900.46
				\$0.00
Revised Cumulative Obligations:				\$225,292,179.99

2. Contract Annex 4 funding is increased from \$51,269,275.65 by \$23,769.03 to \$51,293,044.68.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$51,269,275.65
DE-Obligated this action:				(\$14,649.85)
Incrementally Funded: this Action				\$36,045.88
Redistribute from Annex 5 to Annex 4:				\$2,373.00
				\$0.00
Revised Cumulative Obligations:				\$51,293,044.68

3. Contract Annex 5 funding is increased from \$108,172,675.91 by \$522,377.13 to \$108,695,053.04.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$108,172,675.91
DE-Obligated this Action:	<div>(b)(4)</div>
Obligated this Action: Incrementally Fund:	
Redistribute Funds to Annex 4 from Annex 5:	
Revised Cumulative Obligations:	\$108,695,053.04

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is

(b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **August 31, 2014.**

(b) An additional amount of

(b)(4)

 is obligated under this Contract for payment of award fee.

(c) An additional amount of

(b)(4)

 is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,293,044.68**.

This allotment covers Task Orders 1 through 151-3, from **March 1, 2008** through **November 17, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,293,044.68**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2634-2 is **\$108,695,053.04.**

This allotment covers Delivery Orders 1 through 2634-2 from **March 1, 2008** through **October 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 6		
2. AMENDMENT/MODIFICATION NO. 442		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov		CODE BJ5	
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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.**

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

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

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

The purpose of this modification is to incorporate contract value changes resulting from Request for Equitable Adjustment submission for Annex 1 ArcFlash and GIS support for the 90 day period beginning March 1, 2014 through May 31, 2014 in Contract Year (CY) 7.

1. Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including ID/IQ Annexes 4 & 5) for CY 7

2. Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7

3. Update Section F, Clause F.4 Option to Extend Completion Date, for CY 7

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

15A. NAME AND TITLE OF SIGNER (Type or print) Dennis K. Smith, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet G. Marquez, Contracting Officer	
15B. <i>(Signature of person authorized to sign)</i>	15C. DATE	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE

ArcFlash

	Cost	Fee	Total
CY 7	(b)(4)		\$89,926

GIS

	Cost	Fee	Total
CY 7	(b)(4)		\$101,279

Rollup – ArcFlash and GIS

	Cost	Fee	Total
CY 7	(b)(4)		\$191,205
Total			\$191,205

1. B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1 is increased BY: (b)(4) FROM: (b)(4) TO:

(b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased BY: **\$191,205**, FROM: **\$249,793,421** TO: **\$249,984,626**.

Reference: **Base Period, Years 1 through Year 7,**

(End of Clause)

2. B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:

B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:							
TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			\$35,736,279
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			\$35,654,078
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			\$36,420,075
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,473,598
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,547,033
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	53 days	1/7/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			\$35,736,279
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			\$35,654,078
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			\$36,420,075
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,473,598
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,547,033
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

NOTE: If Plan C is implemented, the last year will encompass a 15-month award-fee year. Therefore, the last 3 months of the current contract year and the following contract year earned will be converted to award-fee. In addition, the Government may exercise a CPAF contract year(s) for purposes of re-competition (see Clause H.10).

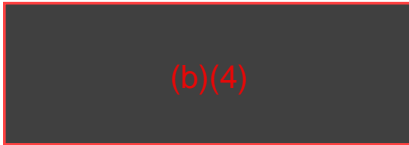
[End of Section]

3. F.4 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

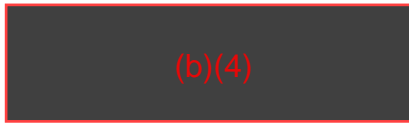
I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost		
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$249,984,626	


2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost		
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$286,404,701	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 8 shall become

effective. YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost		
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,878,299	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become

effective. YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,425,332	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$323,878,299	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,425,332	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

(End of Clause)

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7-10 increases as proposed on May 14, 2014. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT I D CODE		PAGE OF PAGES	
				1		17	
2. AMENDMENT/MOD NO. <div style="text-align: center;">443</div>		3. EFFECTIVE DATE <div style="text-align: center;">06/27/2014</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO	
6. ISSUED BY NASA Johnson Space Center Institutional Procurement Office Houston TX 77059		CODE		7. ADMINISTERED BY		CODE <div style="text-align: center;">BJ5</div>	
8. NAME AND ADDRESS OF CONTRACTOR (<i>No. Street, County, State and ZIP Code</i>) PAE Applied Technologies LLC Attn: David Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(9) 9A. AMENDMENT OF SOLICITATION NO <input type="checkbox"/> 9B. DATED (<i>SEE ITEM 11</i>)		(10) 10A. MOD. OF CONTRACT/ORDER No NNJ08JA02C 10B. DATED (<i>SEE ITEM 13</i>) 01/03/2008	
CODE		FACILITY CODE		<input checked="" type="checkbox"/>			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR 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:</p> <p>(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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (<i>if required</i>)							
<i>Financial Management</i>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (<i>Specify authority</i>) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (<i>such as changes in paying office, appropriation date, etc.</i>) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (Alt II)							
<input type="checkbox"/> D. OTHER (<i>Specify type of modification and authority</i>)							
IMPORTANT: Contractor <u>IS</u> required to sign this document and return <u> </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (<i>Organized by UCF section headings, including solicitation/contract subject matter where feasible.</i>)							
<p>This modification replaces, in its entirety, Mod 439, due to a typographical error in Pre-Priced Design costs in Simple Design Complexity between \$25-50K. The purpose of this modification is to replace Section B.10 Pre-Priced Items and Section B.11 Fixed Price IDIQ for contract year 7 through contract year 10 in their entirety. The contract years 1-6 remain the same.</p>							
<p>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.</p>							
15A. NAME AND TITLE OF SIGNER (<i>Type or print</i>) <div style="text-align: center;">Dennis Smith</div>				16A. NAME AND TITLE OF CONTRACTING OFFICER <div style="text-align: center;">Karon Porche</div>			
15B. CONTRACTOR/OFFEROR <div style="text-align: center;"><i>(Signature of person authorized to sign)</i></div>		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED <div style="text-align: center;"><i>(Signature Of Contracting Officer)</i></div>	
<div style="display: flex; justify-content: space-between; font-size: small;"> NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (48 CFR) 53.243 </div>							

B.10 PRE-PRICED ITEMS

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

			CY 1 []	CY 6 []		
			CY 2 []	CY 7 [X]		
			CY 3 []	CY 8 []		
			CY 4 []	CY 9 []		
			CY 5 []	CY 10 []		
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL	
5.3a	Cap floor receptacle	Receptacle	(b) (4)			
5.3b	Activate floor receptacle	Receptacle				
5.3c	Install new floor receptacle	Receptacle				
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle				
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot				
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot				
5.3g	Paint existing metal or wood door	Square Foot				
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door				
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door				
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table	Door				
5.3k	Provide and install a keyed lock in a door	Lock				
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock				
	Tile					
5.3m	Remove/Replace 12"x12" (large area)	Square Foot				
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot				
5.3m2	Set up and removal of containment	Linear Foot				
5.3m3	Install carpet	Square Foot				
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot				
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot				
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot				
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher				
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot				
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot				
5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches				
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot				
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot				
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot				
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot				
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches				
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot				

5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot	(b)(4)		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot			
5.3ff.	Hurricane Plan Support				
5.3ff.1	Hurricane Plan Review	Each			
5.3ff.2	Provide Water	Each			
5.3ff.3	Support for Hurricane Level 5	Each			
5.3ff.4	Support for Hurricane Level 4	Each			
5.3ff.5	Participate in Hurricane Exercise	Each			
5.3ff.6	Support for Hurricane Levels 3 and 2	Each			
5.3gg.	Power Washing	100 Sq ft			
5.3hh.	Site Sweeping	JSC site			
5.3ii.1	Facility Condition Assessment (FCA)				
5.3ii.2	FCA Inspections - Roofs	Each			
5.3ii.3	FCA Inspection - Building Exteriors	Each			
5.3ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each			
5.3ii.5	FCA Inspection - Sidewalks	Each			
5.3ii.6	FCA Inspection - Fences	Each			
5.3ii.7	FCA Inspection - Sanitary Sewer System	Each			
5.3ii.8	FCA Inspection - Storm Water Collection System	Each			
5.3ii.9	FCA Inspection - Facilities, Utilities, and Structures	Each			
5.3jj.1	Painting				
5.3jj.2	Crosswalk Painting	Square Foot			
5.3jj.3	Street and Parking Lot Markings	Linear Foot			
5.3jj.4	Water and Gas System Appurtenances	Device			
5.3jj.5	Exterior and Miscellaneous Painting	Square Feet			
5.3jj.6	Security Bollard and Staples Painting	Bollard/Staple			
5.3kk.1	Traffic Control, Warning and Hazard Signs				
5.3kk.2	Reserved Parking Space Designations (Stenciled)	Each			
5.3kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each			
5.3kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each			
5.3kk.5	Re-secure Loose Existing Traffic Signs	Each			
5.3kk.6	Replace Traffic Control Signs	Each			
5.3kk.7	Provide New Traffic Control Signs and Mounting Posts	Each			
5.3kk.8	Permanently Mounted Road Surface Markers	Each			
5.3kk.9	Interior and Exterior Warning and Hazard Signs	Each			
	Signs				
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			
5.3ll.	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot			
5.3mm.	Nitrogen Delivery (Labor)	Delivery			
PRE-PRICED DELIVERY ORDER VALUE					\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - 10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

Definitions:

Simple: Designs that only require a single architectural or engineering discipline to develop the final design package.

Routine: Designs that involve more than one architectural or engineering discipline to develop the final design package.

Complex: Designs that involve more than one architectural or engineering discipline and requires one or more of the following: requires specialized engineering support from a sub-contractor (such as fire protection, high pressure systems, geo-technical, etc.), requires the development of multiple design options, phased projects, or soil boring to develop the final design package.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

8				CY 1 []	CY 6 []		
				CY 2 []	CY 7 []		
				CY 3 []	CY 8 [X]		
				CY 4 []	CY 9 []		
				CY 5 []	CY 10 []		
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UN	QUANTITY	TOTAL		
5.3a	Cap floor receptacle	Receptacle	(b)(4)				

5.3b	Activate floor receptacle	Receptacle		
5.3c	Install new floor receptacle	Receptacle		
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle		
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot		
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot		
5.3g	Paint existing metal or wood door	Square Foot		
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door		
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door		
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table	Door		
5.3k	Provide and install a keyed lock in a door	Lock		
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock		
	Tile			
5.3m	Remove/Replace 12"x12" (large area)	Square Foot		
5.3m1	Remove/Replace 3"x9" (small area)	Square Foot		
5.3m2	Set up and removal of containment	Linear Foot		
5.3m3	Install carpet	Square Foot		
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot		
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot		
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot		
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher		
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot		
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot		
5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot		
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot		
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot		
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot		
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches		
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot		
5.3ff.	Hurricane Plan Support			
5.3ff.1	Hurricane Plan Review	Each		
5.3ff.2	Provide Water	Each		
5.3ff.3	Support for Hurricane Level 5	Each		
5.3ff.4	Support for Hurricane Level 4	Each		
5.3ff.5	Participate in Hurricane Exercise	Each		
5.3ff.6	Support for Hurricane Levels 3 and 2	Each		
5.3gg.	Power Washing	100 Sq ft		
5.3hh.	Site Sweeping	JSC site		
5.3ii.1	Facility Condition Assessment (FCA)			
5.3ii.2	FCA Inspections - Roofs	Each		
5.3ii.3	FCA Inspection - Building Exteriors	Each		
5.3ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each		

(b)(4)

5.3jj.1	Painting					
5.3jj.2	Crosswalk Painting		Square Foot			
5.3jj.3	Street and Parking Lot Markings		Linear Foot			
5.3jj.4	Water and Gas System Appurtenances		Device			
5.3jj.5	Exterior and Miscellaneous Painting		Square Feet			
5.3jj.6	Security Bollard and Staples Painting		Bollard/Staple			
5.3kk.1	Traffic Control, Warning and Hazard Signs					
5.3kk.2	Reserved Parking Space Designations (Stenciled)	Each				
5.3kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each				
5.3kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each				
5.3kk.5	Re-secure Loose Existing Traffic Signs	Each				
5.3kk.6	Replace Traffic Control Signs	Each				
5.3kk.7	Provide New Traffic Control Signs and Mounting Posts	Each				
5.3kk.8	Permanently Mounted Road Surface Markers	Each				
5.3kk.9	Interior and Exterior Warning and Hazard Signs	Each				
	Signs					
5.3kk10	Build/install starter plates	Each				
5.3kk11	Provide name plate/numbers	Each				
5.3kk12	Provide/install name plate/numbers	Each				
5.3ll	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot				
5.3mm.	Nitrogen Delivery (Labor)	Delivery				
PRE-PRICED DELIVERY ORDER VALUE						\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures					
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range
------------	--

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - 10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

Definitions:

Simple: Designs that only require a single architectural or engineering discipline to develop the final design package.

Routine: Designs that involve more than one architectural or engineering discipline to develop the final design package.

Complex: Designs that involve more than one architectural or engineering discipline and requires one or more of the following: requires specialized engineering support from a sub-contractor (such as fire protection, high pressure systems, geo-technical, etc.), requires the development of multiple design options, phased projects, or soil boring to develop the final design package.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

9				CY 1 []	CY 6 []		
				CY 2 []	CY 7 []		
				CY 3 []	CY 8 []		
				CY 4 []	CY 9 [X]		
				CY 5 []	CY 10 []		
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL		
5.3a	Cap floor receptacle	Receptacle	(b)(4)				
5.3b	Activate floor receptacle	Receptacle					
5.3c	Install new floor receptacle	Receptacle					
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle					
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot					
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot					
5.3g	Paint existing metal or wood door	Square Foot					
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door					
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door					
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table	Door					
5.3k	Provide and install a keyed lock in a door	Lock					
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock					
	Tile						
5.3m	Remove/Replace 12"x12" (large area)	Square Foot					
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot					
5.3m2	Set up and removal of containment	Linear Foot					
5.3m3	Install carpet	Square Foot					

5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot		
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot		
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot		
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher		
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot		
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot		
5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot		
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot		
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot		
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot		
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches		
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot		
5.3 ff.	Hurricane Plan Support			
5.3 ff.1	Hurricane Plan Review	Each		
5.3 ff.2	Provide Water	Each		
5.3 ff.3	Support for Hurricane Level 5	Each		
5.3 ff.4	Support for Hurricane Level 4	Each		
5.3 ff.5	Participate in Hurricane Exercise	Each		
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each		
5.3 gg.	Power Washing	100 Sq ft		
5.3 hh.	Site Sweeping	JSC site		
5.3 ii.1	Facility Condition Assessment (FCA)			
5.3 ii.2	FCA Inspections - Roofs	Each		
5.3 ii.3	FCA Inspection - Building Exteriors	Each		
5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each		
5.3 ii.5	FCA Inspection - Sidewalks	Each		
5.3 ii.6	FCA Inspection - Fences	Each		
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each		
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each		
5.3 ii.9	FCA Inspection - Facilities, Utilities, and Structures	Each		
5.3 jj.1	Painting			
5.3 jj.2	Crosswalk Painting	Square Foot		
5.3 jj.3	Street and Parking Lot Markings	Linear Foot		
5.3 jj.4	Water and Gas System Appurtenances	Device		
5.3 jj.5	Exterior and Miscellaneous Painting	Square Feet		
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple		
5.3 kk.1	Traffic Control, Warning and Hazard Signs			
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each		
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each		
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each		
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each		
5.3 kk.6	Replace Traffic Control Signs	Each		
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each		
5.3 ll.8	Reattach Metal Mounting Posts			

(b)(4)

5.3kk.8	Permanently Mounted Road Surface Markers	Each	(b)(4)		
5.3kk.9	Interior and Exterior Warning and Hazard Signs	Each			
	Signs				
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			
5.3ll	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot			
5.3mm.	Nitrogen Delivery (Labor)	Delivery			
PRE-PRICED DELIVERY ORDER VALUE					\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 – \$2.5K	\$2.5K – \$5K	\$5K – 10K	\$10K – \$25K	\$25K – \$50K	\$50K – \$100K	\$100K – \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

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B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.					
				CY 1 []	CY 6 []
				CY 2 []	CY 7 []
				CY 3 []	CY 8 []
				CY 4 []	CY 9 []
				CY 5 []	CY 10 [X]
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL
5.3a	Cap floor receptacle	Receptacle	(b)(4)		
5.3b	Activate floor receptacle	Receptacle			
5.3c	Install new floor receptacle	Receptacle			
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle			
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot			
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot			
5.3g	Paint existing metal or wood door	Square Foot			
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door			
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door			
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table	Door			
5.3k	Provide and install a keyed lock in a door	Lock			
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock			
	Tile				
5.3m	Remove/Replace 12"x12" (large area)	Square Foot			
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot			
5.3m2	Set up and removal of containment	Linear Foot			
5.3m3	Install carpet	Square Foot			
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot			
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot			
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot			
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher			
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot			
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot			
5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches			
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot			
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot			
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot			
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot			
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches			
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot			
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot			
5.3 ff.	Hurricane Plan Support				
5.3 ff.1	Hurricane Plan Review	Each			
5.3 ff.2	Provide Water	Each			

5.3 ff.3	Support for Hurricane Level 5	Each	(b)(4)		
5.3 ff.4	Support for Hurricane Level 4	Each			
5.3 ff.5	Participate in Hurricane Exercise	Each			
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each			
5.3 gg.	Power Washing	100 Sq ft			
5.3 hh.	Site Sweeping	JSC site			
5.3 ii.1	Facility Condition Assessment (FCA)				
5.3 ii.2	FCA Inspections - Roofs	Each			
5.3 ii.3	FCA Inspection - Building Exteriors	Each			
5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each			
5.3 ii.5	FCA Inspection - Sidewalks	Each			
5.3 ii.6	FCA Inspection - Fences	Each			
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each			
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each			
5.3 ii.9	FCA Inspection - Facilities, Utilities, and Structures	Each			
5.3 jj.1	Painting				
5.3 jj.2	Crosswalk Painting	Square Foot			
5.3 jj.3	Street and Parking Lot Markings	Linear Foot			
5.3 jj.4	Water and Gas System Appurtenances	Device			
5.3 jj.5	Exterior and Miscellaneous Painting	Square Feet			
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple			
5.3 kk.1	Traffic Control, Warning and Hazard Signs				
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each			
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each			
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each			
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each			
5.3 kk.6	Replace Traffic Control Signs	Each			
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each			
5.3 kk.8	Permanently Mounted Road Surface Markers	Each			
5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each			
	Signs				
5.3 kk10	Build/install starter plates	Each			
5.3 kk11	Provide name plate/numbers	Each			
5.3 kk12	Provide/install name plate/numbers	Each			
5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF) Panel Rehabilitation	100 Square foot			
5.3 mm.	Nitrogen Delivery (Labor)	Delivery			
PRE-PRICED DELIVERY ORDER VALUE					\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1)	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3t	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	Pre-Priced Design Costs For Projects With a Given Construction Cost Range						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - 10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple	(b)(4)						
Routine							
Complex							

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

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(End of Clause)

B.11 FIXED PRICE ID/IQ PROPOSAL RATES

REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT

This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without applied.

ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input checked="" type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input type="checkbox"/> Contract Year 10	
			Straight Time Rate +
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			
Engineer III			
Engineer II			
Engineer I			
Administration Specialist III			

Administration Specialist II	(b)(4)		
Administration Specialist I			
Business Specialist II			
Business Specialist I			
System Operator II			
System Operator I			
ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input checked="" type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input type="checkbox"/> Contract Year 10	
			Straight Time Rate +
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			
Engineer III			
Engineer II			

Engineer I	(b)(4)		
Administration Specialist III			
Administration Specialist II			
Administration Specialist I			
Business Specialist II			
Business Specialist I			
System Operator II			
System Operator I			
ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
<input type="checkbox"/> Contract Year 1		<input type="checkbox"/> Contract Year 6	
<input type="checkbox"/> Contract Year 2		<input type="checkbox"/> Contract Year 7	
<input type="checkbox"/> Contract Year 3		<input type="checkbox"/> Contract Year 8	
<input type="checkbox"/> Contract Year 4		<input checked="" type="checkbox"/> Contract Year 9	
<input type="checkbox"/> Contract Year 5		<input type="checkbox"/> Contract Year 10	
		Straight Time Rate +	
NASA (JSC)		Straight Time Rate	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			

Quality Engineer I		(b)(4)	
Engineer III			
Engineer II			
Engineer I			
Administration Specialist III			
Administration Specialist II			
Administration Specialist I			
Business Specialist II			
Business Specialist I			
System Operator II			
System Operator I			
ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input checked="" type="checkbox"/> Contract Year 10	
			Straight Time Rate +
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager		(b)(4)	
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			

Driver	(b)(4)
Safety Manager	
Safety Engineer	
Quality Engineer II	
Quality Engineer I	
Engineer III	
Engineer II	
Engineer I	
Administration Specialist III	
Administration Specialist II	
Administration Specialist I	
Business Specialist II	
Business Specialist I	
System Operator II	
System Operator I	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 7		
2. AMENDMENT/MODIFICATION NO. 444		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov		CODE BJ5		
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(4)		9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
			X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
CODE			FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008		

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.

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

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

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

The purpose of this modification is to incorporate changes to Statement of Work - Annex 1 and resulting contract value changes as follows:

1. Safety and Health Training Program (HASC) Training paragraph 1.7.2.1.j **added** to Annex 1.
2. Real Property Agreement Accountability Records Support paragraph 1.14.1 was **added** to Annex 1.
3. Historic Preservation Support information paragraph 1.14.8 **added** to Annex 1.
4. Space Act Agreement Support paragraph 1.14.9 was **added** to Annex 1.

SEE PAGE 2 CONTINUATION...

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) Dennis K. Smith, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B.	15C. DATE	16B. UNITED STATES OF AMERICA BY	16C. DATE

Additionally, the estimated contract value (estimated cost and fixed fee) for FY 14-18 (CY 7-10) is increased by **\$216,588** based on effecting the following changes to **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS CLAUSES:**

5. Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including IDIQ Annexes 4 & 5) for CY 7
6. Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7-10
7. Update Clause F.4 Option to Extend Completion Date, for CY 7-10.

Safety and Health Training Program (HASC)

Safety and Health Training Program (HASC) Training, paragraph 1.7.2.1.j in Annex 1.

	Cost	Fee	Total
CY 7	(b)(4)		\$4,221
CY 8			\$4,326
CY 9			\$4,431
CY 10			\$4,535
Total			\$17,513

Scope Change – RPAS Accountability Records Support

Real Property Agreement Accountability Records Support, paragraph 1.14.1 in Annex 1.

	Cost	Fee	Total
CY 7	(b)(4)		\$18,440
CY 8			\$19,018
CY 9			\$19,622
CY 10			\$20,247
Total			\$77,327

Scope Change – Historical Preservation

Historic Preservation Support, paragraph 1.14.8 in Annex 1.

	Cost	Fee	Total
CY 7	(b)(4)		\$17,020
CY 8			\$17,555
CY 9			\$18,112
CY 10			\$18,690
Total			\$71,377

Space Act Agreements Support

Space Act Agreement Support, paragraph 1.14.9 in Annex 1.

	Cost	Fee	Total
CY 7	(b)(4)		\$13,297
CY 8			\$13,714
CY 9			\$14,150
CY 10			\$14,600
Total			\$55,761

Rollup – All Planned Additions to Annex 1

	Cost	Fee	Total
CY 7	(b)(4)		\$52,978
CY 8			\$54,613
CY 9			\$56,315
CY 10			\$58,072
Total			\$221,978

Summary of Changes:

SF 30. Block 14, Items 1 – 4 See attached Annex 1 document reflecting all modification changes.

5. B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1 is increased BY: (b)(4) FROM (b)(4) TO: (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased BY: \$52,978, FROM: \$249,984,626 TO: \$250,037,604.

Reference: Base Period. Years 1 through Year 7.

(End of Clause)

6. B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:

B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:							
TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			\$35,736,279
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			\$35,707,056
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			\$36,474,688
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,529,913
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,605,105
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	53 days	1/7/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			\$35,736,279
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			\$35,707,056
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			\$36,474,688
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,529,913
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,605,105
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

NOTE: If Plan C is implemented, the last year will encompass a 15-month award-fee year. Therefore, the last 3 months of the current contract year and the following contract year earned will be converted to award-fee. In addition, the Government may exercise a CPAF contract year(s) for purposes of re-competition (see Clause H.10).

[End of Section]

7. F.4 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$250,037,604	

- i. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
- ii. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
- iii. B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$286,512,292	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 8 shall become

effective. YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$324,042,205	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become

effective. YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,647,310	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$324,042,205	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	(b)(4)	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,647,310	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2018
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 10 shall become effective.

(End of Clause)

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7-10 increases as proposed on May 12, 2014. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT I D CODE		PAGE OF PAGES	
				1		4	
2. AMENDMENT/MOD NO. <div style="text-align: center;">445</div>		3. EFFECTIVE DATE <div style="text-align: center;">08/22/2014</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO	
6. ISSUED BY <div style="text-align: center;">CODE</div> NASA/Johnson Space Center Institutional Procurement Office 2101 NASA Parkway Houston, TX 77058-3696		JSC		7. ADMINISTERED BY <div style="text-align: center;">CODE</div> NASA/Johnson Space Center Attn: Rachael Copeland, Contract Specialist 281.244.6962 rachael.m.copeland@nasa.gov		BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (<i>No. Street, County, State and ZIP Code</i>) PAE Applied Technologies, LLC Attn: David Popham, Program Manager 6500 West Fwy, Suite 600 FortWorth, TX 76116				(9) <input type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO	
				(10) <input checked="" type="checkbox"/>		9B. DATED (<i>SEE ITEM 11</i>)	
CODE <div style="text-align: center;">1JFA2</div>				FACILITY CODE <div style="text-align: center;">JSC</div>		10A. MOD. OF CONTRACT/ORDER No NNJ08JA02C	
				10B. DATED (<i>SEE ITEM 13</i>) <div style="text-align: center;">01/03/2008</div>			
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 OR 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 (<i>if required</i>) <div style="text-align: right;"><i>Financial Management</i></div>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (<i>Specify authority</i>) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (<i>such as changes in paying office, appropriation date, etc.</i>) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H.10 "Award Fee/Award Term Plan", F.4 "Option to Extend the Completion Date"							
<input type="checkbox"/> D. OTHER (<i>Specify type of modification and authority</i>)							
IMPORTANT: Contractor <u>15</u> required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (<i>Organized by UCF section headings, including solicitation/contract subject matter where feasible.</i>) As a result of the Award Term evaluation for periods 11 & 12, covering the POP of 3/1/13 - 2/28/14, with a rating of "Excellent"; as well as meeting the cost-gate on the contract and in accordance with Clause H.10 entitled, "Award Fee/Award Term"; as well as the section J-C, "Award Fee/Award Term Plan"; Contract Year 8 is awarded by Plan A. Continued on Page 2...							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (<i>Type or print</i>) Dennis Smith, Contracts Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR DENNIS SMITH <small>Digitally signed by DENNIS SMITH (affiliate) DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, 0.9.2342.19200300.100.1.1=dksmith4, cn=DENNIS SMITH (affiliate)</small> (Signature of person authorized to sign)		15C. DATE SIGNED 08/26/2014		16B. UNITED STATES OF AMERICA Jason Phillips <small>Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphill4</small> (Signature of Contracting Officer)		16C. DATE SIGNED 08/28/2014	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (48 CFR) 53.243			

For Contract Year 8, the following clauses are hereby incorporated in effect as well as the terms and conditions of the contract immediately prior to the award of this year and are implemented upon execution of this modification:

Year 8: 03/01/2015 – 02/28/2016

Clause B.3 is changed as follows:

FROM:

B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is \$250,037,604.

Reference: Base Period, Years 1 through Year 7.

TO:

B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is \$286,512,293.

Reference: Base Period, Years 1 through Year 8.

Clause B.8 is changed as follows:

FROM:

B.8 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) (ANNEXES 4 and 5)

The following values are applied throughout the life of the contract and therefore represent the aggregate sum for the minimum and maximum values on a cumulative basis:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost reimbursable Task Orders: \$200,000. Cumulatively: \$1,400,000 through Contract Year 7.

Annex 5: Firm-fixed-price Delivery Orders: \$200,000. Cumulatively: \$1,400,000 through Contract Year 7.

(b) The maximum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost-reimbursable Task Orders: \$15,000,000. Year 1 increase is for Repairs of \$49,900,000 (modification 30). Year 2 decrease of \$20,000,000 (transferred to Annex 5 on modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000 (Mod 383). Cumulatively: \$134,900,000.

Annex 5: Firm-fixed-price Delivery Orders: \$15,000,000. Year 2 increase of \$550,000 (modification 113). Year 2 increase of \$20,000,000 (transferred from Annex 4 on modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000(modification 383) Cumulatively: \$125,550,000 through Contract Year 7.

(c) 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, estimated cost, or fee.

(End of Clause)

TO:

B.8 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) (ANNEXES 4 and 5)

The following values are applied throughout the life of the contract and therefore represent the aggregate sum for the minimum and maximum values on a cumulative basis:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost reimbursable Task Orders: \$200,000. Cumulatively: \$1,600,000 through Contract Year 8.

Annex 5: Firm-fixed-price Delivery Orders: \$200,000. Cumulatively: \$1,600,000 through Contract Year 8.

(b) The maximum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost-reimbursable Task Orders: \$15,000,000. Year 1 increase is for Repairs of \$49,900,000 (modification 30). Year 2 decrease of \$20,000,000 (transferred to Annex 5 on

modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000 (Mod 383). Addition of Year 8 \$15,000,000 (Mod 445). Cumulatively: \$149,900,000.

Annex 5: Firm-fixed-price Delivery Orders: \$15,000,000. Year 2 increase of \$550,000 (modification 113). Year 2 increase of \$20,000,000 (transferred from Annex 4 on modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000 (modification 383). Addition of year 8 \$15,000,000 (modification 445). Cumulatively: \$140,550,000 through Contract Year 8.

(c) 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, estimated cost, or fee.

(End of Clause)

Clause F.2 is changed as follows:

FROM:

F.2 COMPLETION OF WORK

All work required under this Contract, including submission of all reports, shall be completed on or before February 28, 2015.

TO:

F.2 COMPLETION OF WORK

All work required under this Contract, including submission of all reports, shall be completed on or before February 28, 2016.

(End of clause)

Clause B-9 remains unmodified as the values for Contract Year 8 are already stipulated in the clause and therefore do not necessitate an update as a result of this contract action.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES
2. AMENDMENT/MODIFICATION NO. 446		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200519352,519775		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(4)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
CODE 1JGQ2 FACILITY CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
				10B. DATED (SEE ITEM 13) 01/03/2008	
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)

SEE SCHEDULE

Net increase: **\$517,265.42**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$434,910.42.
- Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
- Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED JUL 11 2014

1. Contract Annex 4 funding is increased from \$51,293,044.68 by \$82,355.00 to \$51,375,399.68.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$51,293,044.68
				\$0.00
Incrementally Funded: this Action				\$82,355.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$51,375,399.68

2. Contract Annex 5 funding is increased from \$108,695,053.04 by \$434,910.42 to \$109,129,963.46.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$108,695,053.04
Obligated this Action: Incrementally Fund:	\$434,910.42
Revised Cumulative Obligations:	\$109,129,963.46

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,375,399.68**.

This allotment covers Task Orders 1 through 14KA1-3, from **March 1, 2008** through **November 17, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,375,399.68**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 14AH1-2 is **\$109,129,963.46**.

This allotment covers Delivery Orders 1 through 14AH1-2 from **March 1, 2008** through **October 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 447	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (If other than Item 6) Noha Sahnoun, Contract Specialist PH: 281.792.7878 Email: noha.sahnoun@nasa.gov	CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(4)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
			10B. DATED (SEE ITEM 13) 01/03/2008
CODE 1JGQ2	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase:

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

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

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

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

The purpose of this modification is to remove from Section I.10 SUBCONTRACTS clause (FAR 52.244-2) (JUN 2007), part (k): Envirotech Engineering And Consulting, Inc, as they are no longer a subcontractor.

cept at 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) Dennis K. Smith, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yaranet Marquez, Contracting Officer	
15B. CONTRACTOR/OFFEROR NNIS SMITH (affiliate)	15C. DATE SIGNED 07/17/2014	16B. UNITED STATES OF AMERICA Yaranet.marquez-1@nasa.gov	16C. DATE SIGNED 07/17/2014

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 448		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200521595,522224		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$426,423.94****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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:
<input checked="" type="checkbox"/>	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$426,423.94.
2. Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$17,086.00.
3. Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
4. Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Jason C. Phillips</i> Keron F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>[Signature]</i>	16C. DATE SIGNED 7/28/14

1. Contract Annex 4 funding is decreased from \$51,375,399.68 by -\$17,086.00 to \$51,358,313.68.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$51,375,399.68
				\$0.00
Incrementally Funded: this Action				\$0.00
Redistributing from Annex 4 to Annex 5:				(\$17,086.00)
				<u>\$0.00</u>
Revised Cumulative Obligations:				\$51,358,313.68

2. Contract Annex 5 funding is increased from \$109,129,963.46 by \$443,509.94 to \$109,573,473.40.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$109,129,963.46
Obligated this Action: Incrementally Fund:	\$426,423.94
Redistributed from Annex 4 to Annex 5:	\$17,086.00
	<u></u>
Revised Cumulative Obligations:	\$109,573,473.40

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,358,313.68**.

This allotment covers Task Orders 1 through 14DX1-4, from **March 1, 2008** through **November 17, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,358,313.68**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2610-2 is **\$109,573,473.40**.

This allotment covers Delivery Orders 1 through 2610-2 from **March 1, 2008** through **December 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 5
2. AMENDMENT/MODIFICATION NO. 449		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200523095,523463,524404	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		3. EFFECTIVE DATE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1JGQ2		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
				10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net increase: \$2,133,869.03

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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Deobligate from Annex 5 Firm Fixed Price in the amount of -\$6,426.04.
Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$558,322.41.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		Karon F. Porche	8/7/14

4. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$225,292,179.99 by \$1,545,352.22 to \$226,837,532.21.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$225,292,179.99
Obligated this action:				\$1,545,352.22
				\$0.00
Revised Cumulative Obligations:				\$226,837,532.21

2. Contract Annex 4 funding is increased from \$51,358,313.68 by \$36,620.44 to \$51,394,934.12.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,358,313.68
				\$0.00
Incrementally Funded: this Action				\$36,620.44
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$51,394,934.12

3. Contract Annex 5 funding is increased from \$109,573,473.40 by \$551,896.37 to \$110,125,369.77.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$109,573,473.40
Obligated this Action: Incrementally Fund:	\$558,322.41
Deobligated This Action:	(\$6,426.04)
Revised Cumulative Obligations:	\$110,125,369.77

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **September 12, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,394,934.12**.

This allotment covers Task Orders 1 through 14ER1-5, from **March 1, 2008** through **December 31, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,394,934.12**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2757 is **\$110,125,369.77**.

This allotment covers Delivery Orders 1 through 2757 from **March 1, 2008** through **December 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 5	
2. AMENDMENT/MODIFICATION NO. 450		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200526005,526257,526307		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
				10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		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 ☐ 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)

SEE SCHEDULE

Net increase: **\$1,309,838.42**

**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) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to:

1. Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
2. De obligate from Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$232,612.81.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED 8/21/14

4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$9,110.00.*
5. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)*
6. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
7. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
8. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$226,837,532.21 by \$1,090,836.88 to \$227,928,369.09.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$226,837,532.21
Obligated this action:				\$1,090,836.88
				\$0.00
Revised Cumulative Obligations:				\$227,928,369.09

2. Contract Annex 4 funding is increased from \$51,394,934.12 by \$6,778.73 to \$51,401,712.85.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,394,934.12
Deobligated from Annex 4: this Action				(\$21,275.85)
Incrementally Funded: this Action				\$7,664.58
Redistribute from Annex 4 to Annex 5:				(\$9,110.00)
Redistribute from Annex 5 to Annex 4:				\$29,500.00
Revised Cumulative Obligations:				\$51,401,712.85

3. Contract Annex 5 funding is increased from \$110,125,369.77 by \$212,222.81 to \$110,337,592.58.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$110,125,369.77
Obligated this Action: Incrementally Fund:	\$232,612.81
Redistributed from Annex 4 to Annex 5:	\$9,110.00
Redistributed from Annex 5 to Annex 4:	<u>(\$29,500.00)</u>
Revised Cumulative Obligations:	\$110,337,592.58

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **September 24, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,401,712.85**.

This allotment covers Task Orders 1 through 14EP1-2, from **March 1, 2008** through **December 31, 2014**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,401,712.85**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2765 is **\$110,337,592.58.**

This allotment covers Delivery Orders 1 through 2765 from **March 1, 2008** through **December 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 451		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200527160,527173,527701		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$760,591.87			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <i>The purpose of this modification is to provide Incremental Funding as outlined below and to correct an error on Mod 450 and:</i>							
1. Incrementally Fund Base Estimated Cost in the amount of (b)(4) Incrementally Fund Base Fixed Fee in the amount of (b)(4)							
2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)							
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$112,252.96.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	

4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$21,957.35.*
5. *Redistributing Funds from Annex 4 Fixed Fee to Annex 5 Firm Fixed Price in the amount of (b)(4)*
6. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
7. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
8. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*
9. *Correct an inadvertent error on Mod 450 (item 2) where the de-obligation amount was incorrect. Mod 450 reflected a de-obligation of -\$21,275.85 from Annex 4. The corrected amount is -\$21,273.85. Also the annex 4 on page 2 of Mod 450 (item 7 – clause B.6) states the total cumulative obligated amount as \$51,401,712.85 , the corrected amount is \$51,401,710.85. Both corrections reflected a \$2.00 difference.*

1. Contract Base funding is increased from \$227,928,369.09 by \$454,515.36 to \$228,382,884.45.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$227,928,369.09
Obligated this action:				\$454,515.36
				\$0.00
Revised Cumulative Obligations:				\$228,382,884.45

2. Contract Annex 4 funding is increased from \$51,401,710.85 by \$170,658.55 to \$51,572,369.40.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,401,710.85
				\$0.00
Incrementally Funded: this Action				\$193,823.55
Redistribute from Annex 4 to Annex 5:				(\$23,165.00)
				\$0.00
Revised Cumulative Obligations:				\$51,572,369.40

3. Contract Annex 5 funding is increased from \$110,337,592.58 by \$135,417.96 to \$110,473,010.54.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$110,337,592.58
Obligated this Action: Incrementally Fund:	\$112,252.96
Redistributed from Annex 4 to Annex 5:	\$23,165.00
Revised Cumulative Obligations:	\$110,473,010.54

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **September 29, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,401,712.85**.

This allotment covers Task Orders 1 through 14EP1-2, from **March 1, 2008** through **January 31, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,401,712.85**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2765 is **\$110,337,592.58**.

This allotment covers Delivery Orders 1 through 2765 from **March 1, 2008** through **December 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. 452		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200528186		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net increase: **\$19,929.20**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

1. De-obligate funds from Annex 4 Estimated Cost in the amount of (b)(4)
2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$20,400.97.
3. Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Karon F. Porche	16C. DATE SIGNED 9/10/14

4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is decreased from \$51,572,369.40 by -\$471.77 to \$51,571,897.63.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,572,369.40
				\$0.00
Incrementally Funded: this Action				\$0.00
De-obligate: This Action				(\$471.77)
				\$0.00
Revised Cumulative Obligations:				\$51,571,897.63

2. Contract Annex 5 funding is increased from \$110,473,010.54 by \$20,400.97 to \$110,493,411.51.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$110,473,010.54
Obligated this Action: Incrementally Fund:	\$20,400.97
Revised Cumulative Obligations:	\$110,493,411.51

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,571,897.63**.

This allotment covers Task Orders 1 through 14NA1-2, from **March 1, 2008** through **January 31, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,571,897.63**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2781 is **\$110,493,411.51.**

This allotment covers Delivery Orders 1 through 2781 from **March 1, 2008** through **December 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 3		
2. AMENDMENT/MODIFICATION NO. 453		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)**SEE SCHEDULE**Net increase: **\$2.00****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to correct erroneous errors on Mod's 450, 451 and 452:

1. Mod 450; page 1 item 12 the Net Increase was \$1,309,838.42 the corrected Net Increase is \$1,309,840.42. Page 2 item 2 the Cumulative Estimated Cost was (b)(4) the corrected Cumulative Estimated Cost is (b)(4). Also the total Cumulative Funding was \$51,401,712.85 and the corrected total Cumulative Funding is \$51,401,714.85.
2. Mod 451; page 2 item 2 the Cumulative Estimated Cost was (b)(4) the corrected Cumulative Estimated Cost is (b)(4). Also the total Cumulative Funding was \$51,572,369.40 the corrected total Cumulative Funding is \$51,572,373.40. In addition; page 3 Clause B.4 section a was (b)(4) the corrected Clause B.4 section (a) is (b)(4) and section (c) was (b)(4) the corrected section (c) is (b)(4).

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		<i>Karon F. Porche</i>	<i>9/10/14</i>

3. Mod 452; page 2 section 1 the Cumulative Estimated Cost was (b)(4) the corrected Cumulative Estimated Cost is (b)(4) Also the total Cumulative Funding was \$51,571,897.63 the corrected total Cumulative Funding is \$51,571,901.63.
4. Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.
5. Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.
6. Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$228,382,884.45
Obligated this action:				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$228,382,884.45

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,571,901.63
				\$0.00
Incrementally Funded: this Action				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$51,571,901.63

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding
Prior Cumulative Obligations:	\$110,493,411.51
Obligated this Action: Incrementally Fund:	
Revised Cumulative Obligations:	\$110,493,411.51

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

- (b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (Annex 5)

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is \$12,521,713.69.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 454		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200517698, 519352	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		3. EFFECTIVE DATE See Block 16C		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(4)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
				10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net decrease: (\$673,907.00)

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

1. Deobligate Funds from Annex 5 Firm Fixed Price in the amount of -\$673,907.00, needed for another requirement.
2. Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		Karon F. Porche	9/17/14

1. Contract Annex 5 funding is decreased from \$110,493,411.51 by (\$673,907.00) to \$109,819,504.51.

Contract Annex 5 Funding Recapitulation	Total Cumulative Funding			
Prior Cumulative Obligations:	\$110,493,411.51			
De-Obligated this Action: Incrementally Fund:	(\$673,907.00)			
Revised Cumulative Obligations:	\$109,819,504.51			

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2702-1 is **\$109,819,504.51**.

This allotment covers Delivery Orders 1 through 2702-1 from **March 1, 2008** through **December 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 5	
2. AMENDMENT/MODIFICATION NO. 455		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200528890, 529075, 529406		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net increase: \$1,916,485.11

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$986,797.97.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED 9/18/14

4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$7,109.00.*
5. *Redistributing Funds from Annex 4 Fixed Fee to Annex 5 Firm Fixed Price in the amount of (b)(4)*
6. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
7. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
8. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$228,382,884.45 by \$828,000.00 to \$229,210,884.45.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$228,382,884.45
Obligated this action:				\$828,000.00
				\$0.00
Revised Cumulative Obligations:				\$229,210,884.45

2. Contract Annex 4 funding is increased from \$51,571,901.63 by \$94,187.14 to \$51,666,088.77.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,571,901.63
				\$0.00
Incrementally Funded: this Action				\$101,687.14
Redistribute from Annex 4 to Annex 5:				(\$7,500.00)
				\$0.00
Revised Cumulative Obligations:				\$51,666,088.77

3. Contract Annex 5 funding is increased from \$109,819,504.51 by \$994,297.97 to \$110,813,802.48.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$109,819,504.51
Obligated this Action: Incrementally Fund:	\$986,797.97
Redistribute from Annex 4 to Annex 5:	\$7,500.00
Revised Cumulative Obligations:	\$110,813,802.48

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **October 9, 2014.**

- (b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

- (c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,666,088.77**.

This allotment covers Task Orders 1 through 14NA1-2, from **March 1, 2008** through **February 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,666,088.77**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2702-1 is **\$110,813,802.48.**

This allotment covers Delivery Orders 1 through 2702-1 from **March 1, 2008** through **December 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
					1		5
2. AMENDMENT/MODIFICATION NO. 456		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200530260, 530259		5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116					(4)	9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
					X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2						10B. DATED (SEE ITEM 13) 01/03/2008	
FACILITY CODE							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)
SEE SCHEDULE

Net increase: **\$230,829.47**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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


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

The purpose of this modification:

- Incrementally Fund Base Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Base Fixed Fee in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$39,293.00.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by Jason Phillips Date: 2014.09.30 08:54:28 -05'00'	16C. DATE SIGNED 9/30/2014

3. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$1,500.00.*
4. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$229,210,884.45 by \$191,536.47 to \$229,402,420.92.

<u>Contract Base Funding</u> <u>Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative</u> <u>Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$229,210,884.45
Obligated this action:				\$191,536.47
				\$0.00
Revised Cumulative Obligations:				\$229,402,420.92

2. Contract Annex 4 funding is decreased from \$51,666,088.77 by -\$1,500.00 to \$51,664,588.77.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative</u> <u>Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$51,666,088.77
				\$0.00
Incrementally Funded: this Action				\$0.00
Redistribute from Annex 4 to Annex 5:				(\$1,500.00)
				\$0.00
Revised Cumulative Obligations:				\$51,664,588.77

3. Contract Annex 5 funding is increased from \$110,813,802.48 by \$40,793.00 to \$110,854,595.48.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$110,813,802.48
Obligated this Action: Incrementally Fund:	\$39,293.00
Redistribute from Annex 4 to Annex 5:	\$1,500.00
Revised Cumulative Obligations:	\$110,854,595.48

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **October 10, 2014**.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,664,588.77**.

This allotment covers Task Orders 1 through 14NA1-2, from **March 1, 2008** through **February 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,664,588.77**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2782-1 is **\$110,854,595.48.**


This allotment covers Delivery Orders 1 through 2782-1 from **March 1, 2008** through **December 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">457</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200530695, 530677</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$7,511,870.00			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to:							
1. Incrementally Fund Base Estimated Cost in the amount of (b)(4) Incrementally Fund Base Fixed Fee in the amount of (b)(4)							
2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)							
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$323,000.00.							
See Page 2							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Dominic J. Golemi			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				 <small>Digitally signed by dominic.j.golemi@nasa.gov Date: 2014.10.07 15:32:52 -05'00'</small>		10/07/2014	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105 COMPUTER GENERATED FAR (48 CFR) 53.24		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA	

4. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$229,402,420.92 by \$7,153,000.00 to \$236,555,420.92.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$229,402,420.92
Obligated this action:				\$7,153,000.00
				\$0.00
Revised Cumulative Obligations:				\$236,555,420.92

2. Contract Annex 4 funding is increased from \$51,664,588.77 by \$35,870.00 to \$51,700,458.77.

Contract Annex 4 Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$51,664,588.77
				\$0.00
Incrementally Funded: this Action				\$35,870.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$51,700,458.77

3. Contract Annex 5 funding is increased from \$110,854,595.48 by \$323,000.00 to \$111,177,595.48.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$110,854,595.48
Obligated this Action: Incrementally Fund:	\$323,000.00
Revised Cumulative Obligations:	\$111,177,595.48

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **December 24, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,700,458.77**.

This allotment covers Task Orders 1 through 15EA1, from **March 1, 2008** through **March 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,700,458.77**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15SK1 is **\$111,177,595.48.**

This allotment covers Delivery Orders 1 through 15SK1 from **March 1, 2008** through **December 16, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to “STIMULUS” - American Recovery and Reinvestment Act of 2009”:

(a) “STIMULUS” – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

“STIMULUS” – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 84	
2. AMENDMENT/MODIFICATION NO. 459		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200531362, 531567		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058				7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$1,091,393.96			

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

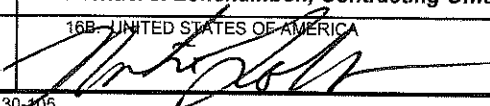
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$1,027,309.63.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael J. Lonchambon, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 10/17/14

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3. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$1,000.00.*
4. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
5. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$51,700,458.77 by \$64,084.33 to \$51,764,543.10.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$51,700,458.77
				\$0.00
Incrementally Funded: this Action				\$65,084.33
Redistribute from Annex 4 to Annex 5:				(\$1,000.00)
				\$0.00
Revised Cumulative Obligations:				\$51,764,543.10

2. Contract Annex 5 funding is increased from \$111,177,595.48 by \$1,027,309.63 to \$112,204,905.11.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$111,177,595.48
Obligated this Action: Incrementally Fund:	\$1,026,309.63
Redistribute from Annex 4 to Annex 5:	\$1,000.00
Revised Cumulative Obligations:	\$112,204,905.11

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,764,543.10**.

This allotment covers Task Orders 1 through 15AH1, from **March 1, 2008** through **February 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,764,543.10**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15IA1 is **\$112,204,905.11**.

This allotment covers Delivery Orders 1 through 15IA1 from **March 1, 2008** through **December 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 460	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(4)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1JGQ2		X	9B. DATED (SEE ITEM 11)
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
			10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net decrease: **-\$245,169.73****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Deobligate Funds from Base Estimated Cost in the amount of (b)(4)
Deobligate Fund from Base Fixed Fee in the amount of (b)(4)
- Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KARON F PORCHE Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Karon F Porche	16C. DATE SIGNED 10/22/14

1. Contract Base funding is decreased from \$236,555,420.92 by -\$245,169.73 to \$236,310,251.19.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	Total Cumulative Funding
Prior Cumulative Obligations:	(b)(4)			\$236,555,420.92
De-Obligated this action:				(\$245,169.73)
				\$0.00
Revised Cumulative Obligations:				\$236,310,251.19

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **December 24, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 5	
2. AMENDMENT/MODIFICATION NO. 461		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200532799, 532792, 532832		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net increase: **\$348,843.79****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$1,027,309.63
Deobligate from Annex 5 Firm Fixed fee in the amount of -\$101,913.00, funds needed for another requirement.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED 11/3/14

4. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of \$7,808.26.*
5. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
6. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
7. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$236,310,251.19 by \$245,169.73 to \$236,555,420.92.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$236,310,251.19
Incrementally Funded: this Action				\$245,169.73
Revised Cumulative Obligations:				\$236,555,420.92

2. Contract Annex 4 funding is increased from \$51,764,543.10 by \$55,620.32 to \$51,820,163.42.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$51,764,543.10
				\$0.00
Incrementally Funded: this Action				\$47,812.06
Redistribute from Annex 5 to Annex 4:				\$7,808.26
				\$0.00
Revised Cumulative Obligations:				\$51,820,163.42

3. Contract Annex 5 funding is increased from \$112,204,905.11 by \$48,053.74 to \$112,252,958.85.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,204,905.11
Obligated this Action: Incrementally Fund:	\$157,775.00
Redistribute from Annex 5 to Annex 4:	(\$7,808.26)
De-Obligated this Action:	<u>(\$101,913.00)</u>
Revised Cumulative Obligations:	\$112,252,958.85

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4).

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **December 24, 2014.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,820,163.42**.

This allotment covers Task Orders 1 through 14JB1-7, from **March 1, 2008** through **April 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,820,163.42**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15IA1-2 is **\$112,252,958.85.**

This allotment covers Delivery Orders 1 through 15IA1-2 from **March 1, 2008** through **January 15, 2014.**

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69.**

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69.**

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 462		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200531567		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2 FACILITY CODE						10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net decrease: - \$47,139.17

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

The purpose of this Modification is to Deobligate from Annex 5 Firm Fixed Price in the amount of -\$47,139.17 to correct ES Organization WBS Coding.

Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED 11/13/14

1. Contract Annex 5 funding is decreased from \$112,252,958.85 by -\$47,139.17 to \$112,205,819.68.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,252,958.85
Obligated this Action: Incrementally Fund:	
De-Obligated this Action:	<u>(\$47,139.17)</u>
Revised Cumulative Obligations:	\$112,205,819.68

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15ES1-2 is **\$112,252,958.85**.

This allotment covers Delivery Orders 1 through 15ES1-2 from **March 1, 2008** through **January 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
					1		4
2. AMENDMENT/MODIFICATION NO. 463		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200533211, 533805		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net increase: **\$224,488.00**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

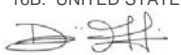
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$193,414.73.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by Dominic Golemi Date: 2014.11.14 14:37:01 -06'00'	16C. DATE SIGNED 11/14/14

3. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of \$892.00.*
4. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Fixed Fee in the amount of \$53.00.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$51,820,163.42 by \$32,018.27 to \$51,852,181.69.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$51,820,163.42
				\$0.00
Incrementally Funded: this Action				\$31,073.27
Redistribute from Annex 5 to Annex 4:				\$945.00
				\$0.00
Revised Cumulative Obligations:				\$51,852,181.69

2. Contract Annex 5 funding is increased from \$112,205,819.68 by \$192,469.73 to \$112,398,289.41.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,205,819.68
Obligated this Action: Incrementally Fund:	\$193,414.73
Redistributed from Annex 5 to Annex 4:	(\$945.00)
Revised Cumulative Obligations:	\$112,398,289.41

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,852,181.69**.

This allotment covers Task Orders 1 through 15ES4-1, from **March 1, 2008** through **April 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,852,181.69**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2788-1 is **\$112,398,289.41**.

This allotment covers Delivery Orders 1 through 2788-1 from **March 1, 2008** through **January 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		1
2. AMENDMENT/MODIFICATION NO. 464		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		
5. PROJECT NO. (If applicable)						
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(4)		9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
				10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)
SEE SCHEDULE

Net increase: **\$0.00**


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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to correct an erroneous error on Mod 461 page 1 block 14 item 3 line 1 states: "Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$1,027,309.63." the correct statement is: "Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$157,775.00."

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by Dominic Golemi Date: 2014.11.14 16:55:36 -06'00'	16C. DATE SIGNED 11/14/2014

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 465		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200533805		5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net decrease: **- \$47,139.17****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

Correct an erroneous error on Mod 461 page 1 block 14 item 2 line 1 and line 2. Line 1 states: "Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) the correct statement is: "Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) " Line 2 states: "Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4) the correct statement is: "Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)

Deobligate from Annex 5 Firm Fixed Price in the amount of -\$47,139.17 to correct ES Organization WBS Coding.

Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED 12/3/14

1. Contract Annex 5 funding is decreased from \$112,398,289.41 by -\$47,139.17 to \$112,351,150.24.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,398,289.41
Obligated this Action: Incrementally Fund:	\$0.00
DeObligated this Action:	(\$47,139.17)
Revised Cumulative Obligations:	\$112,351,150.24

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 14SD1-1 is **\$112,351,150.24**.

This allotment covers Delivery Orders 1 through 14SD1-1 from **March 1, 2008** through **January 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 466		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200535462, 535147		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2					10B. DATED (SEE ITEM 13) 01/03/2008	
FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)
SEE SCHEDULE

Net increase: **\$235,273.51**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)


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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$199,461.18.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by Dominic Golemi Date: 2014.12.09 15:17:32 -06'00'	16C. DATE SIGNED 12/09/14

3. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of \$3,090.00.*
4. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Fixed Fee in the amount of \$169.95.*
5. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$4,592.75.*
6. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
7. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$51,852,181.69 by \$34,479.53 to \$51,886,661.22.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$51,852,181.69
				\$0.00
Incrementally Funded: this Action	(b)(4)			\$35,812.33
Redistribute from Annex 5 to Annex 4:				\$3,259.95
Redistribute from Annex 4 to Annex 5:				(\$4,592.75)
Revised Cumulative Obligations:				\$51,886,661.22

2. Contract Annex 5 funding is increased from \$112,351,150.24 by \$200,793.98 to \$112,551,944.22.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,351,150.24
Obligated this Action: Incrementally Fund:	\$199,461.18
Redistributed from Annex 5 to Annex 4	(\$3,259.95)
Redistributed from Annex 4 to Annex 5	\$4,592.75
Revised Cumulative Obligations:	\$112,551,944.22

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,886,661.22**.

This allotment covers Task Orders 1 through 15EP1-2, from **March 1, 2008** through **April 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,886,661.22**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2808 is **\$112,551,944.22**.

This allotment covers Delivery Orders 1 through 2808 from **March 1, 2008** through **January 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 467		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200536194, 536870,536869		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$1,391,240.25			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification:							
1. Incrementally Fund Base Estimated Cost in the amount of (b)(4) Incrementally Fund Base Fixed Fee in the amount of (b)(4)							
2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)							
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$50,917.10.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	

4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$500.00.*
5. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
6. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
7. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$236,555,420.92 by \$1,300,000.00 to \$237,855,420.92.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$236,555,420.92
Incrementally Funded: this Action				\$1,300,000.00
				\$0.00
Revised Cumulative Obligations:				\$237,855,420.92

2. Contract Annex 4 funding is increased from \$51,886,661.22 by \$40,823.15 to \$51,927,484.37.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$51,886,661.22
				\$0.00
Incrementally Funded: this Action				\$40,323.15
Redistribute from Annex 5 to Annex 4:				\$500.00
				\$0.00
Revised Cumulative Obligations:				\$51,927,484.37

3. Contract Annex 5 funding is increased from \$112,551,944.22 by \$50,417.10 to \$112,602,361.32.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,551,944.22
Obligated this Action: Incrementally Fund: Redistributed from Annex 5 to Annex 4	\$50,917.10 (\$500.00)
Revised Cumulative Obligations:	\$112,602,361.32

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **January 4, 2015.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$51,927,484.37**.

This allotment covers Task Orders 1 through 15SK1-3, from **March 1, 2008** through **April 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$51,927,484.37**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2809 is **\$112,6021,361.32**.

This allotment covers Delivery Orders 1 through 2809 from **March 1, 2008** through **January 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 468		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. n/a		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net decrease: - \$13.56

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to correct two erroneous errors on previous Modifications 465 and 467:

1. Correct an erroneous error on Mod 465 page 1 item 12 the Net decrease states -\$47,139.17 the correct amount is -\$47,152.73; which is a difference of \$13.56. Also on page 1 item 14 2nd paragraph stated "Deobligate from Annex 5 Firm Fixed Price in the amount of -\$47,139.17" the correct amount is -\$47,152.73. Finally page 2 of Mod 465 item 1 states "Contract Annex 5 funding is decreased from \$112,398,289.41 by -\$47,139.17 to \$112,351,150.24". The correct statement is "Contract Annex 5 funding is decreased from \$112,398,289.41 by -\$47,152.73 to \$112,351,136.68"; in conclusion the Current Cumulative Obligations in Annex 5 (including Mods 466 & 467) is \$112,602,347.76.
2. Correct an erroneous error on Mod 467 page 2 item 4 states "Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$500.00"; the correct statement is "Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of \$500.00".

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karon F. Porche, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Karon F. Porche</i>	16C. DATE SIGNED 12/24/14

1. Contract Annex 5 Cumulative Funding is \$112,602,347.76.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,602,347.76
Obligated this Action: Incrementally Fund:	
Revised Cumulative Obligations:	\$112,602,347.76

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15JP1-2 is **\$112,602,347.76**.

This allotment covers Delivery Orders 1 through 15JP1-2 from **March 1, 2008** through **January 15, 2014**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		2
2. AMENDMENT/MODIFICATION NO. 469		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200537574		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2					10B. DATED (SEE ITEM 13) 01/03/2008	
FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$1,550,000.00**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

1. Incrementally Fund Base Estimated Cost in the amount of **(b)(4)**

Incrementally Fund Base Fixed Fee in the amount of **(b)(4)**

2. Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

1. Contract Base funding is increased from \$237,855,420.92 by \$1,550,000.00 to \$239,405,420.92.

Contract Base Funding Recapitulation	Estimated Cost	Award Fee	Fixed Fee	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$237,855,420.92
Incrementally Funded: this Action				\$1,550,000.00
Revised Cumulative Obligations:				\$239,405,420.92

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **January 20, 2015**.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					16	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
000470		See Block 16C		N/A		
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE
NASA/Johnson Space Center		JSC		NASA/Johnson Space Center		JSC
Attn: Tumarrow Iglehart/BJ5				Helen B. Bell		
2101 NASA Parkway				2101 NASA Parkway		
Houston TX 77058-3696				Houston TX 77058-3696		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)		
PAE Applied Technologies LLC						
6500 West Freeway Ste 600				9A. AMENDMENT OF SOLICITATION NO.		
Fort Worth TX 76116-2118				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO.		
				NNJ08JA02C		
				10B. DATED (SEE ITEM 13)		
CODE 1JGQ2				01/03/2008		
FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
See Schedule						
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-2 Changes Cost-Reimbursement (Alternate II)					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this modification is to incorporate contract value changes resulting from Request for Equitable Adjustment submission for Section J Annex 2 Section 2.3.1 Repair Equipment and Systems identified in the *CMMS Database.						
Payment Terms:						
Net 30 days						
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)		
				Dominic J. Golemi		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				(Signature of Contracting Officer)		
NSN 7540-01-152-8070						
Previous edition unusable						
STANDARD FORM 30 (REV. 10-83)						
Prescribed by GSA						
FAR (48 CFR) 53.243						

1. Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including ID\IQ Annexes 4 & 5) for CY 7
2. Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7
3. Update Section F, Clause F.4 Option to Extend Completion Date, for CY 7, CY 8, CY 9, and CY 10.

B.24 Condenser Valves

	Cost	Fee	Total
CY 7	(b)(4)	(b)(4)	\$149,880
Total			\$149,880

1. B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annex 2 is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased BY: \$149,880, FROM: \$286,512,293 TO: \$286,662,173.

Reference: Base Period, Years 1 through Year 8.

(End of Clause)

2. B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A PLAN B. OR PLAN C:

TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			\$35,856,936
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			\$36,474,688
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,529,913
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,605,105
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	53 days	1/7/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			\$35,801,295
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			\$37,208,085
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			\$36,122,618
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			\$34,950,252
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			\$35,856,936
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			\$36,474,688
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			\$37,529,913
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee		\$38,605,105	
NOTE: If Plan C is implemented, the last year will encompass a 15-month award-fee year. Therefore, the last 3 months of the current contract year and the following contract year earned will be converted to award-fee. In addition, the Government may exercise a CPAF contract year(s) for purposes of re-competition (see Clause H.10).							
[End of Section]							

3. F.4 **OPTION TO EXTEND COMPLETION DATE**

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

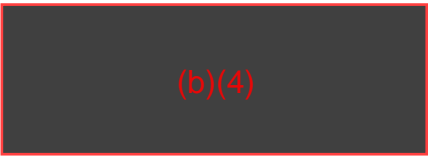
I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014–2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$250,187,484	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015–2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost		
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$286,662,172	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 8 shall become effective.

YEAR 9: 3/1/2016–2/28/2017

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$324,192,085	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 9 shall become effective.

YEAR 10: 3/1/2017–2/28/2018

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,797,190	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016–2/28/2017

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$324,192,085	

- F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2017.
- B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
- B.9, entitled “Pre-priced Items” for Year 9 shall become effective.

YEAR 10: 3/1/2017–2/28/2018

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,797,190	

- F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2018
- B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
- B.9, entitled “Pre-priced Items” for Year 10 shall become effective.

(End of Clause)

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7 increases as proposed on December 9, 2014. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES		
					16		
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
000470		See Block 16C		N/A			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
NASA/Johnson Space Center		JSC		NASA/Johnson Space Center		JSC	
Attn: Tumarrow Iglehart/BJ5				Helen B. Bell			
2101 NASA Parkway				2101 NASA Parkway			
Houston TX 77058-3696				Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)		9A. AMENDMENT OF SOLICITATION NO.	
PAE Applied Technologies LLC							
6500 West Freeway Ste 600						9B. DATED (SEE ITEM 11)	
Fort Worth TX 76116-2118							
				x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
						NNJ08JA02C	
						10B. DATED (SEE ITEM 13)	
CODE 1JGQ2				FACILITY CODE		01/03/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
x		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-2 Changes Cost-Reimbursement (Alternate II)					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this modification is to incorporate contract value changes resulting from Request for Equitable Adjustment submission for Section J Annex 2 Section 2.3.1 Repair Equipment and Systems identified in the *CMMS Database.							
Payment Terms:							
Net 30 days							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)			
				Dominic J. Golemi			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			
NSN 7540-01-152-8070							
Previous edition unusable							
STANDARD FORM 30 (REV. 10-83)							
Prescribed by GSA							
FAR (48 CFR) 53.243							

1. Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including ID\IQ Annexes 4 & 5) for CY 7
2. Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7
3. Update Section F, Clause F.4 Option to Extend Completion Date, for CY 7, CY 8, CY 9, and CY 10.

B.24 Condenser Valves

	Cost	Fee	Total
CY 7	(b)(4)		\$149,880
Total			\$149,880

1. B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annex 2 is increased BY: (b)(4) FROM: (b)(4) TO:

(b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased BY: (b)(4) FROM: (b)(4) TO: (b)(4)

Reference: Base Period, Years 1 through Year 8.

(End of Clause)

2. B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A PLAN B. OR PLAN C:

TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	N/A	\$0	\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee	(b)(4)		\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			\$35,856,936
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			\$36,474,688
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,529,913
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,605,105
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	53 days	1/7/08 – 2/29/08	Firm-Fixed-Price	N/A	\$0	\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee	(b)(4)		\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			\$35,801,295
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			\$37,208,085
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			\$36,122,618
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			\$34,950,252
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			\$35,856,936
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			\$36,474,688
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			\$37,529,913
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			\$38,605,105
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			

NOTE: If Plan C is implemented, the last year will encompass a 15-month award-fee year. Therefore, the last 3 months of the current contract year and the following contract year earned will be converted to award-fee. In addition, the Government may exercise a CPAF contract year(s) for purposes of re-competition (see Clause H.10).

[End of Section]

3. F.4 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014–2/28/2015

1.	By	To
<p>B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost</p> <p>and to increase maximum available fixed fee</p> <p>The total estimated cost, maximum award fee and maximum fixed fee is</p>	<p>(b)(4)</p> <p>\$250,187,484</p>	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015–2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	<div style="background-color: black; color: red; padding: 10px; text-align: center;">(b)(4)</div>	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is	\$286,662,172	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ)" shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 8 shall become effective.

YEAR 9: 3/1/2016–2/28/2017

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$324,192,085	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 9 shall become effective.

YEAR 10: 3/1/2017–2/28/2018

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,797,190	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016–2/28/2017

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$324,192,085	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 9 shall become effective.


YEAR 10: 3/1/2017–2/28/2018

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost and to increase maximum available award fee	(b)(4)	
The total estimated cost, maximum award fee and maximum fixed fee is	\$362,797,190	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ)” shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 10 shall become effective.

(End of Clause)

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7 increases as proposed on December 9, 2014. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 471		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200537764, 537997, 537996		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$765,565.40			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification:							
1. <i>Incrementally Fund Base Estimated Cost in the amount of</i> (b)(4) <i>Incrementally Fund Base Fixed Fee in the amount of</i> (b)(4)							
2. <i>Incrementally Fund Annex 4 Estimated Cost in the amount of</i> (b)(4) <i>Incrementally Fund Annex 4 Fixed Fee in the amount of</i> (b)(4)							
3. <i>Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$253,825.40.</i>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  Digitally signed by Dominic Golemi Date: 2015.01.09 15:40:39 -06'00'		16C. DATE SIGNED 01/09/15	

4. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$239,405,420.92 by \$425,000.00 to \$239,830,420.92.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$239,405,420.92
Incrementally Funded: this Action				\$425,000.00
				\$0.00
Revised Cumulative Obligations:				\$239,830,420.92

2. Contract Annex 4 funding is increased from \$51,927,484.37 by \$86,740.00 to \$52,014,224.37.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$51,927,484.37
				\$0.00
Incrementally Funded: this Action				\$86,740.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,014,224.37

3. Contract Annex 5 funding is increased from \$112,602,347.76 by \$253,825.40 to \$112,856,173.16.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,602,347.76
Obligated this Action: Incrementally Fund:	\$253,825.40
Revised Cumulative Obligations:	\$112,856,173.16

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **January 25, 2015**.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,014,224.37**.

This allotment covers Task Orders 1 through 15JB1-1, from **March 1, 2008** through **May 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,014,224.37**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15CA1-2 is **\$112,856,173.16**.

This allotment covers Delivery Orders 1 through 15CA1-2 from **March 1, 2008** through **March 8, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">472</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200539140, 539141, 538465</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$2,738,388.00			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <i>The purpose of this modification:</i>							
1. Incrementally Fund Base Estimated Cost in the amount of (b)(4) Incrementally Fund Base Fixed Fee in the amount of (b)(4)							
2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)							
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$718,348.00.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED 1/21/2015	

4. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$239,830,420.92 by \$1,885,000.00 to \$241,715,420.92.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$239,830,420.92
Incrementally Funded: this Action				\$1,885,000.00
				\$0.00
Revised Cumulative Obligations:				\$241,715,420.92

2. Contract Annex 4 funding is increased from \$52,014,224.37 by \$135,040.00 to \$52,149,264.37.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$52,014,224.37
				\$0.00
Incrementally Funded: this Action				\$135,040.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,149,264.37

3. Contract Annex 5 funding is increased from \$112,856,173.16 by \$718,348.00 to \$113,574,521.16.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$112,856,173.16
Obligated this Action: Incrementally Fund:	\$718,348.00
Revised Cumulative Obligations:	\$113,574,521.16

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **February 14, 2015**.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,149,264.37**.

This allotment covers Task Orders 1 through 15JB1-1, from **March 1, 2008** through **June 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,149,264.37**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2775-2 is **\$113,574,521.16**.

This allotment covers Delivery Orders 1 through 2775-2 from **March 1, 2008** through **April 1, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		4
2. AMENDMENT/MODIFICATION NO. 473		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200539871		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)
SEE SCHEDULE

Net increase: **\$281,036.49**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**

Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**

2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$261,500.00.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Digitally signed by Dominic Golemi Date: 2015.01.28 10:33:44 -06'00'	16C. DATE SIGNED 01/28/2015

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,149,264.37 by \$19,536.49 to \$52,168,800.86.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 100px;">(b)(4)</div>			\$52,149,264.37
				\$0.00
Incrementally Funded: this Action				\$19,536.49
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,168,800.86

2. Contract Annex 5 funding is increased from \$113,574,521.16 by \$261,500.00 to \$113,836,021.16.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$113,574,521.16
Obligated this Action: Incrementally Fund:	\$261,500.00
Revised Cumulative Obligations:	\$113,836,021.16

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,168,800.86**.

This allotment covers Task Orders 1 through 151-8, from **March 1, 2008** through **June 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,168,800.86**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15EP1-2 is **\$113,836,021.16**.

This allotment covers Delivery Orders 1 through 15EP1-2 from **March 1, 2008** through **April 1, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">474</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200540738, 540923, 540821</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$15,096,687.71			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <i>The purpose of this modification:</i>							
1. Incrementally Fund Base Estimated Cost in the amount of (b)(4) Incrementally Fund Base Fixed Fee in the amount of (b)(4)							
2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)							
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$955,317.32.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED 2/10/2015	

4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of \$139.92.*
5. *Redistributing Funds from Annex 4 Fixed Fee to Annex 5 Firm Fixed Price in the amount of \$3,907.48.*
6. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
7. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
8. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$241,715,420.92 by \$14,000,000.00 to \$255,715,420.92.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$241,715,420.92
Incrementally Funded: this Action				\$14,000,000.00
				\$0.00
Revised Cumulative Obligations:				\$255,715,420.92

2. Contract Annex 4 funding is increased from \$52,168,800.86 by \$137,322.99 to \$52,306,123.85.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$52,168,800.86
				\$0.00
Incrementally Funded: this Action:				\$141,370.39
Redistributed from Annex 4 to Annex 5:				(\$4,047.40)
				\$0.00
Revised Cumulative Obligations:				\$52,306,123.85

3. Contract Annex 5 funding is increased from \$113,836,021.16 by \$959,364.72 to \$114,795,385.88.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$113,836,021.16
Obligated this Action: Incrementally Fund:	\$955,317.32
Redistribute from Annex 4 to Annex 5:	\$4,047.40
Revised Cumulative Obligations:	\$114,795,385.88

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **July 4, 2015**.

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,306,123.85**.

This allotment covers Task Orders 1 through 15EC1-2, from **March 1, 2008** through **July 30, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,306,123.85**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15EV1-3 is **\$114,795,385.88**.

This allotment covers Delivery Orders 1 through 15EV1-3 from **March 1, 2008** through **May 30, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		23
2. AMENDMENT/MODIFICATION NO. 475		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		
				5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen B. Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(4)		9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
				10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase:

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.222-43 Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts)(Nov 2006)
	D. OTHER: Specify type of modification and authority)

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

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

Effective March 1, 2015, Revise Section J, Attachment E entitled "WAGE DETERMINATION SERVICE CONTRACT" as follows:

1. Wage Determination, WD 2005-2516, Rev. 16 is replaced in its entirety by WD 2005-2516, Rev.18.
2. Davis Bacon Wage Determination TX140092 is replaced in its entirety by Davis Bacon Wage Determination TX150303.
3. CBA-2006-493, Rev. 5 is replaced in its entirety by CBA-2006-493, Rev. 7.
4. CBA-2006-494, Rev. 5 will be extended through 2/29/16 (Contract year 8 period of performance 3/1/2015 – 2/29/2016).
5. CBA-2006-495, Rev. 7 is replaced in its entirety by CBA-2006-495, Rev. 8.
6. CBA-2006-496, Rev. 3 will be extended through 2/29/16 (Contract year 8 period of performance 3/1/2015 – 2/29/2016).

This modification is administrative in nature and results in no additional cost to the Government.

See attachments

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) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2/23/2015

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p> <p>Diane C. Koplewski Director Division of Wage Determinations</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p>Wage Determination No.: 2005-2516 Revision No.: 18 Date of Last Revision: 12/22/2014</p>
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I	14 .98
01012 - Accounting Clerk II	16 .82
01013 - Accounting Clerk III	18 .82
01020 - Administrative Assistant	25 .91
01040 - Court Reporter	21 .79
01051 - Data Entry Operator I	13 .24
01052 - Data Entry Operator II	14 .45
01060 - Dispatcher, Motor Vehicle	15 .96
01070 - Document Preparation Clerk	13 .41
01090 - Duplicating Machine Operator	13 .41
01111 - General Clerk I	11 .88
01112 - General Clerk II	13 .27
01113 - General Clerk III	14 .90
01120 - Housing Referral Assistant	20 .69
01141 - Messenger Courier	12 .55
01191 - Order Clerk I	13 .52
01192 - Order Clerk II	15 .24

01261 - Personnel Assistant (Employment) I	15 .43
01262 - Personnel Assistant (Employment) II	17 .27
01263 - Personnel Assistant (Employment) III	19 .25
01270 - Production Control Clerk	19 .10
01280 - Receptionist	12 .02
01290 - Rental Clerk	14 .75
01300 - Scheduler, Maintenance	16 .59
01311 - Secretary I	16 .59
01312 - Secretary II	18 .57
01313 - Secretary III	20 .69
01320 - Service Order Dispatcher	15 .16
01410 - Supply Technician	25 .91
01420 - Survey Worker	17 .79
01531 - Travel Clerk I	13 .71
01532 - Travel Clerk II	14 .81
01533 - Travel Clerk III	15 .83
01611 - Word Processor I	14 .29
01612 - Word Processor II	16 .04
01613 - Word Processor III	17 .95

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	25 .76
05010 - Automotive Electrician	23 .79
05040 - Automotive Glass Installer	21 .96
05070 - Automotive Worker	21 .96
05110 - Mobile Equipment Servicer	20 .23
05130 - Motor Equipment Metal Mechanic	25 .76
05160 - Motor Equipment Metal Worker	21 .96
05190 - Motor Vehicle Mechanic	25 .76
05220 - Motor Vehicle Mechanic Helper	19 .40
05250 - Motor Vehicle Upholstery Worker	20 .83
05280 - Motor Vehicle Wrecker	21 .96
05310 - Painter, Automotive	23 .79
05340 - Radiator Repair Specialist	22 .88
05370 - Tire Repairer	14 .40
05400 - Transmission Repair Specialist	25 .76

07000 - Food Preparation And Service Occupations

07010 - Baker	10 .06
07041 - Cook I	9 .52
07042 - Cook II	10 .88
07070 - Dishwasher	8 .11

07130 - Food Service Worker	9 .12
07210 - Meat Cutter	12 .91
07260 - Waiter/Waitress	8 .19

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	18 .32
09040 - Furniture Handler	11 .95
09080 - Furniture Refinisher	17 .70
09090 - Furniture Refinisher Helper	14 .58
09110 - Furniture Repairer, Minor	16 .82
09130 - Upholsterer	18 .32

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	9 .90
11060 - Elevator Operator	8 .82
11090 - Gardener	14 .52
11122 - Housekeeping Aide	8 .84
11150 - Janitor	8 .84
11210 - Laborer, Grounds Maintenance	10 .93
11240 - Maid or Houseman	7 .96
11260 - Pruner	9 .25
11270 - Tractor Operator	12 .82
11330 - Trail Maintenance Worker	10 .93
11360 - Window Cleaner	9 .81

12000 - Health Occupations

12010 - Ambulance Driver	15 .00
12011 - Breath Alcohol Technician	15 .64
12012 - Certified Occupational Therapist Assistant	23 .69
12015 - Certified Physical Therapist Assistant	24 .52
12020 - Dental Assistant	15 .64
12025 - Dental Hygienist	32 .93
12030 - EKG Technician	25 .92
12035 - Electroneurodiagnostic Technologist	25 .92
12040 - Emergency Medical Technician	15 .00
12071 - Licensed Practical Nurse I	19 .05
12072 - Licensed Practical Nurse II	21 .32
12073 - Licensed Practical Nurse III	23 .76
12100 - Medical Assistant	12 .50
12130 - Medical Laboratory Technician	16 .63
12160 - Medical Record Clerk	14 .53
12190 - Medical Record Technician	16 .57

12195 - Medical Transcriptionist	16 .81
12210 - Nuclear Medicine Technologist	35 .13
12221 - Nursing Assistant I	8 .57
12222 - Nursing Assistant II	10 .36
12223 - Nursing Assistant III	11 .31
12224 - Nursing Assistant IV	12 .69
12235 - Optical Dispenser	16 .79
12236 - Optical Technician	15 .29
12250 - Pharmacy Technician	19 .18
12280 - Phlebotomist	13 .30
12305 - Radiologic Technologist	26 .70
12311 - Registered Nurse I	30 .36
12312 - Registered Nurse II	38 .37
12313 - Registered Nurse II, Specialist	38 .37
12314 - Registered Nurse III	44 .91
12315 - Registered Nurse III, Anesthetist	44 .91
12316 - Registered Nurse IV	53 .84
12317 - Scheduler (Drug and Alcohol Testing)	21 .85

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	19 .30
13042 - Illustrator II	23 .91
13043 - Illustrator III	30 .12
13047 - Librarian	26 .69
13050 - Library Aide/Clerk	10 .84
13054 - Library Information Technology Systems Administrator	24 .09
13058 - Library Technician	16 .04
13061 - Media Specialist I	17 .39
13062 - Media Specialist II	19 .46
13063 - Media Specialist III	21 .68
13071 - Photographer I	15 .32
13072 - Photographer II	18 .15
13073 - Photographer III	22 .56
13074 - Photographer IV	27 .49
13075 - Photographer V	33 .07
13110 - Video Teleconference Technician	16 .73

14000 - Information Technology Occupations

14041 - Computer Operator I	17 .31
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14042 - Computer Operator II	19 .37
14043 - Computer Operator III	21 .59
14044 - Computer Operator IV	24 .00
14045 - Computer Operator V	26 .57
14071 - Computer Programmer I	(see 1) 26 .04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17 .31
14160 - Personal Computer Support Technician	24 .00

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	33 .08
15020 - Aircrew Training Devices Instructor (Rated)	40 .02
15030 - Air Crew Training Devices Instructor (Pilot)	47 .98
15050 - Computer Based Training Specialist / Instructor	33 .08
15060 - Educational Technologist	29 .23
15070 - Flight Instructor (Pilot)	47 .98
15080 - Graphic Artist	26 .72
15090 - Technical Instructor	22 .43
15095 - Technical Instructor/Course Developer	27 .43
15110 - Test Proctor	18 .43
15120 - Tutor	18 .43

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

16010 - Assembler	9 .40
16030 - Counter Attendant	9 .40
16040 - Dry Cleaner	12 .06
16070 - Finisher, Flatwork, Machine	9 .40
16090 - Presser, Hand	9 .40
16110 - Presser, Machine, Drycleaning	9 .40
16130 - Presser, Machine, Shirts	9 .40
16160 - Presser, Machine, Wearing Apparel, Laundry	9 .40
16190 - Sewing Machine Operator	12 .79
16220 - Tailor	13 .75
16250 - Washer, Machine	10 .32

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	19 .71
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19040 - Tool And Die Maker 23 .23

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 13 .25
21030 - Material Coordinator 19 .46
21040 - Material Expediter 19 .46
21050 - Material Handling Laborer 12 .26
21071 - Order Filler 11 .47
21080 - Production Line Worker (Food Processing) 13 .25
21110 - Shipping Packer 14 .60
21130 - Shipping/Receiving Clerk 14 .60
21140 - Store Worker I 11 .34
21150 - Stock Clerk 16 .06
21210 - Tools And Parts Attendant 13 .58
21410 - Warehouse Specialist 13 .25

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 29 .47
23021 - Aircraft Mechanic I 28 .07
23022 - Aircraft Mechanic II 29 .47
23023 - Aircraft Mechanic III 30 .94
23040 - Aircraft Mechanic Helper 21 .98
23050 - Aircraft, Painter 25 .61
23060 - Aircraft Servicer 24 .44
23080 - Aircraft Worker 25 .76
23110 - Appliance Mechanic 18 .61
23120 - Bicycle Repairer 13 .91
23125 - Cable Splicer 25 .34
23130 - Carpenter, Maintenance 19 .71
23140 - Carpet Layer 18 .45
23160 - Electrician, Maintenance 26 .51
23181 - Electronics Technician Maintenance I 21 .28
23182 - Electronics Technician Maintenance II 23 .89
23183 - Electronics Technician Maintenance III 25 .10
23260 - Fabric Worker 17 .17
23290 - Fire Alarm System Mechanic 19 .95
23310 - Fire Extinguisher Repairer 15 .88
23311 - Fuel Distribution System Mechanic 20 .96
23312 - Fuel Distribution System Operator 16 .33
23370 - General Maintenance Worker 18 .08
23380 - Ground Support Equipment Mechanic 28 .07
23381 - Ground Support Equipment Servicer 24 .44

23382 - Ground Support Equipment Worker	25 .76
23391 - Gunsmith I	15 .88
23392 - Gunsmith II	18 .45
23393 - Gunsmith III	20 .81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21 .04
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	21 .95
23430 - Heavy Equipment Mechanic	19 .79
23440 - Heavy Equipment Operator	19 .26
23460 - Instrument Mechanic	25 .87
23465 - Laboratory/Shelter Mechanic	19 .71
23470 - Laborer	11 .04
23510 - Locksmith	18 .99
23530 - Machinery Maintenance Mechanic	24 .33
23550 - Machinist, Maintenance	20 .81
23580 - Maintenance Trades Helper	14 .94
23591 - Metrology Technician I	25 .87
23592 - Metrology Technician II	26 .99
23593 - Metrology Technician III	28 .14
23640 - Millwright	21 .53
23710 - Office Appliance Repairer	18 .99
23760 - Painter, Maintenance	18 .99
23790 - Pipefitter, Maintenance	21 .38
23810 - Plumber, Maintenance	20 .88
23820 - Pneudraulic Systems Mechanic	20 .81
23850 - Rigger	20 .81
23870 - Scale Mechanic	18 .45
23890 - Sheet-Metal Worker, Maintenance	19 .95
23910 - Small Engine Mechanic	18 .08
23931 - Telecommunications Mechanic I	23 .89
23932 - Telecommunications Mechanic II	24 .95
23950 - Telephone Lineman	25 .52
23960 - Welder, Combination, Maintenance	20 .27
23965 - Well Driller	20 .81
23970 - Woodcraft Worker	20 .81
23980 - Woodworker	15 .04

24000 - Personal Needs Occupations

24570 - Child Care Attendant	10 .65
24580 - Child Care Center Clerk	13 .27
24610 - Chore Aide	7 .35
24620 - Family Readiness And Support Services Coordinator	13 .83
24630 - Homemaker	16 .84

25000 - Plant And System Operations Occupations

25010 - Boiler Tender	22 .20
25040 - Sewage Plant Operator	18 .70
25070 - Stationary Engineer	22 .20
25190 - Ventilation Equipment Tender	14 .58
25210 - Water Treatment Plant Operator	18 .32

27000 - Protective Service Occupations

27004 - Alarm Monitor	16 .14
27007 - Baggage Inspector	11 .56
27008 - Corrections Officer	19 .62
27010 - Court Security Officer	21 .18
27030 - Detection Dog Handler	17 .90
27040 - Detention Officer	19 .62
27070 - Firefighter	20 .41
27101 - Guard I	11 .56
27102 - Guard II	17 .90
27131 - Police Officer I	24 .19
27132 - Police Officer II	26 .88

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	11 .63
28042 - Carnival Equipment Repairer	12 .36
28043 - Carnival Equipment Worker	8 .51
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	17 .44

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer	20 .12
29020 - Hatch Tender	20 .12
29030 - Line Handler	20 .12
29041 - Stevedore I	18 .72
29042 - Stevedore II	21 .50

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	40 .33
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	27 .81
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	30 .63
30021 - Archeological Technician I		21 .56
30022 - Archeological Technician II		25 .47
30023 - Archeological Technician III		30 .62
30030 - Cartographic Technician		30 .62
30040 - Civil Engineering Technician		30 .03
30061 - Drafter/CAD Operator I		21 .56
30062 - Drafter/CAD Operator II		24 .71
30063 - Drafter/CAD Operator III		27 .56
30064 - Drafter/CAD Operator IV		33 .10
30081 - Engineering Technician I		20 .02
30082 - Engineering Technician II		22 .48
30083 - Engineering Technician III		25 .15
30084 - Engineering Technician IV		31 .09
30085 - Engineering Technician V		38 .65
30086 - Engineering Technician VI		46 .10
30090 - Environmental Technician		29 .96
30210 - Laboratory Technician		23 .56
30240 - Mathematical Technician		30 .62
30361 - Paralegal/Legal Assistant I		22 .52
30362 - Paralegal/Legal Assistant II		27 .90
30363 - Paralegal/Legal Assistant III		34 .12
30364 - Paralegal/Legal Assistant IV		41 .27
30390 - Photo-Optics Technician		30 .62
30461 - Technical Writer I		23 .21
30462 - Technical Writer II		28 .38
30463 - Technical Writer III		34 .93
30491 - Unexploded Ordnance (UXO) Technician I		25 .63
30492 - Unexploded Ordnance (UXO) Technician II		31 .01
30493 - Unexploded Ordnance (UXO) Technician III		37 .17
30494 - Unexploded (UXO) Safety Escort		25 .63
30495 - Unexploded (UXO) Sweep Personnel		25 .63
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	26 .35
30621 - Weather Observer, Senior	(see 2)	30 .48

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide		11 .88
31030 - Bus Driver		17 .06
31043 - Driver Courier		14 .03
31260 - Parking and Lot Attendant		9 .17

31290 - Shuttle Bus Driver	15 .28
31310 - Taxi Driver	11 .54
31361 - Truckdriver, Light	15 .28
31362 - Truckdriver, Medium	18 .98
31363 - Truckdriver, Heavy	20 .32
31364 - Truckdriver, Tractor-Trailer	20 .32

99000 - Miscellaneous Occupations

99030 - Cashier	10 .01
99050 - Desk Clerk	11 .72
99095 - Embalmer	23 .71
99251 - Laboratory Animal Caretaker I	9 .83
99252 - Laboratory Animal Caretaker II	10 .71
99310 - Mortician	26 .44
99410 - Pest Controller	15 .80
99510 - Photofinishing Worker	12 .62
99710 - Recycling Laborer	16 .46
99711 - Recycling Specialist	20 .06
99730 - Refuse Collector	14 .67
99810 - Sales Clerk	12 .66
99820 - School Crossing Guard	10 .96
99830 - Survey Party Chief	20 .96
99831 - Surveying Aide	14 .35
99832 - Surveying Technician	18 .13
99840 - Vending Machine Attendant	12 .00
99841 - Vending Machine Repairer	14 .41
99842 - Vending Machine Repairer Helper	12 .31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.02 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

General Decision Number: TX150303 01/30/2015 TX303

Superseded General Decision Number: TX20140303

State: Texas

Construction Type: Building

County: Harris County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/30/2015

ASBE0022-009 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 20.75	9.85

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

CARP0551-008 04/01/2014

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation,Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 21.97	7.98

ELEC0716-005 08/29/2011

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 27.65	7.70

* ELEV0031-003 01/01/2015

Rates	Fringes
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ELEVATOR MECHANIC.....\$ 38.52 28.385

FOOTNOTES: A. 6% under 5 years based on regular hourly rate
for all hours worked. 8% over 5 years based on regular
hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day;
Thanksgiving Day; Friday after Thanksgiving Day; Christmas
Day; and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

IRON0084-001 06/15/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.02	6.35

IRON0084-012 06/15/2014

	Rates	Fringes
GLAZIER.....	\$ 22.02	6.35
IRONWORKER, ORNAMENTAL.....	\$ 22.02	6.35

PLAS0079-004 01/01/2010

	Rates	Fringes
PLASTERER.....	\$ 19.42	1.00

PLUM0068-012 10/01/2013

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 31.30	9.49

PLUM0211-010 10/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 29.39	10.31

SFTX0669-002 07/31/2014

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.36	16.52

SHEE0054-006 07/01/2014

	Rates	Fringes
SHEET METAL WORKER Excludes HVAC Unit Installation.....	\$ 25.67	12.39
HVAC Duct Installation Only.	\$ 25.67	12.39

SUTX2014-029 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 17.27	3.98
BRICKLAYER.....	\$ 18.87	0.00
CAULKER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.93	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.27	3.66
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.44	3.93
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 18.00	1.68
FLOOR LAYER: Carpet.....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.77	0.00
INSULATOR - BATT.....	\$ 14.87	0.73
IRONWORKER, REINFORCING.....	\$ 12.14	0.00
LABORER: Common or General.....	\$ 11.76	0.00
LABORER: Mason Tender - Brick...	\$ 13.47	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.48	0.00
LABORER: Pipelayer.....	\$ 12.94	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 9.52	0.00
LATHER.....	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.94	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 22.75	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 16.00	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....		
	\$ 17.24	4.41
ROOFER.....	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Unit Installation Only).....		
	\$ 20.05	2.24
TILE FINISHER.....	\$ 12.00	0.00
TILE SETTER.....	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck.....		
	\$ 14.18	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....		
	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
WATERPROOFER.....	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

REGISTER OF WAGE DETERMINATION 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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-493
Revision No.: 7
Date Of Last Revision: 2/18/2015

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Special Purpose Equipment on the Facilities support services contract.

Collective Bargaining Agreement between contractor: CSC Applied Technology, LLC, and union: International Association of Machinists and Aerospace Workers, D Local 1786, effective 10/1/2014 through 9/30/2017.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-494
Revision No.: 5
Date Of Last Revision: 3/19/2014

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Operations and Maintenance of Facilities Systems for the Facilities support services contract.

Collective Bargaining Agreement between contractor: CSC Applied Technology Division, and union: International Union of Operating Engineers Local 564, effective 9/1/2012 through 8/31/2016.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-495
Revision No.: 8
Date Of Last Revision: 2/20/2015

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Project Maintenance and Repair on the Facilities support services contract.

Collective Bargaining Agreement between contractor: DynCorp Technical Services, LLC, A CSC Company, and union: General Presidents' Project Maintenance Agreement, effective 3/1/2015 through 2/29/2016.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION 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

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2006-496
Revision No.: 3
Date Of Last Revision: 3/19/2014

State: Texas

Area: Harris

Employed on NASA Johnson Space Center contract for Work Control Operations for the Facilities support services contract.

Collective Bargaining Agreement between contractor: M1 Support Services, LP, and union: International Union of Operating Engineers Local 347, effective 4/1/2013 through 3/31/2017.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. 476		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200542424, 541222, 485118		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net increase: **\$108,507.41**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)*
- De-Obligate from Annex 5 Firm Fixed Fee in the amount of (\$10,441.00).
Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$98,815.00.*
- Redistributing Funds from Annex 4 Estimated Cost to Annex 4 Fixed Fee in the amount of \$3,907.48.*

Continued on Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2/20/2015

4. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
5. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,306,123.85 by \$20,133.41 to \$52,326,257.26.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 50px;">(b)(4)</div>			\$52,306,123.85
				\$0.00
Incrementally Funded: this Action:				\$20,133.41
Reallocation from "estimated cost" to "fixed fee":				\$0.00
Revised Cumulative Obligations:				\$52,326,257.26

2. Contract Annex 5 funding is increased from \$114,795,385.88 by \$88,374.00 to \$114,883,759.88.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$114,795,385.88
Obligated this Action: Incrementally Fund:	\$98,815.00
De-Obligate from Annex 5:This Action:	(\$10,441.00)
Revised Cumulative Obligations:	\$114,883,759.88

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,326,257.26**.

This allotment covers Task Orders 1 through 15ES6-3, from **March 1, 2008** through **July 30, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,326,257.26**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2817 is **\$114,883,759.88**.

This allotment covers Delivery Orders 1 through 2817 from **March 1, 2008** through **May 30, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
					1		4
2. AMENDMENT/MODIFICATION NO. 477		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200542858, 543367, 4536914		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net increase: **\$257,734.44**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)


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

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

The purpose of this modification:

- De-Obligate from Annex 4 Estimated Cost in the amount of **(b)(4)** correcting coding error.
Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$87,183.30.

Continued on Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by Dominic Golemi Date: 2015.03.06 16:19:43 -06'00'	16C. DATE SIGNED 03/06/2015

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,326,257.26 by \$170,551.44 to \$52,496,808.70.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 100px;">(b)(4)</div>			\$52,326,257.26
				\$0.00
Incrementally Funded: this Action:				\$171,551.44
Deobligate from Annex 4 Cost:this Action:				(\$1,000.00)
				\$0.00
Revised Cumulative Obligations:				\$52,496,808.70

2. Contract Annex 5 funding is increased from \$114,883,759.88 by \$87,183.00 to \$114,970,942.88.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$114,883,759.88
Obligated this Action: Incrementally Fund:	\$87,183.00
Revised Cumulative Obligations:	\$114,970,942.88

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,496,808.70**.

This allotment covers Task Orders 1 through 15ER1-5, from **March 1, 2008** through **October 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,496,808.70**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2593-2 is **\$114,970,942.88**.

This allotment covers Delivery Orders 1 through 2593-2 from **March 1, 2008** through **July 31, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		4
2. AMENDMENT/MODIFICATION NO. 478		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200544308		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)
SEE SCHEDULE

Net increase: **\$15,459.72**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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


The purpose of this modification:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**

Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**

2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$287.72.

Continued on Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by dominic.j.golemi@nasa.gov Date: 2015.03.11 18:22:28 -05'00'	16C. DATE SIGNED 03/11/2015

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,496,808.70 by \$15,172.00 to \$52,511,980.70.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$52,496,808.70
				\$0.00
Incrementally Funded: this Action:				\$15,172.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,511,980.70

2. Contract Annex 5 funding is increased from \$114,970,942.88 by \$287.72 to \$114,971,230.60.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$114,970,942.88
Obligated this Action: Incrementally Fund:	\$287.72
Revised Cumulative Obligations:	\$114,971,230.60

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,511,980.70**.

This allotment covers Task Orders 1 through 15EP1-5, from **March 1, 2008** through **October 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,511,980.70**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15EG1-1 is **\$114,971,230.60**.

This allotment covers Delivery Orders 1 through 15EG1-1 from **March 1, 2008** through **July 31, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		4
2. AMENDMENT/MODIFICATION NO. 479		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200545175, 545178		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(4)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
CODE 1JGQ2				10B. DATED (SEE ITEM 13) 01/03/2008		
FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)
SEE SCHEDULE

Net increase: **\$134,705.54**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$58,337.00.
3. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of **(b)(4)**

Continued on Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Digitally signed by Dominic Golemi Date: 2015.03.23 16:42:06 -05'00'	16C. DATE SIGNED 03/23/2015

4. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
5. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,511,980.70 by \$85,368.54 to \$52,597,349.24.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 100px;">(b)(4)</div>			\$52,511,980.70
				\$0.00
Incrementally Funded: this Action:				\$76,368.54
Redistributing Funds from Annex 5 to Annex 4:				\$9,000.00
				\$0.00
Revised Cumulative Obligations:				\$52,597,349.24

2. Contract Annex 5 funding is increased from \$114,971,230.60 by \$49,337.00 to \$115,020,567.60.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$114,971,230.60
Obligated this Action: Incrementally Fund:	\$58,337.00
Redistribute from Annex 5 to Annex 4:	(\$9,000.00)
Revised Cumulative Obligations:	\$115,020,567.60

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$52,597,349.24.

This allotment covers Task Orders 1 through 156, from March 1, 2008 through October 31, 2015.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$52,597,349.24.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2837 is **\$115,020,567.60**.

This allotment covers Delivery Orders 1 through 2837 from **March 1, 2008** through **July 31, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 480		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200546896, 546654		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2					10B. DATED (SEE ITEM 13) 01/03/2008	
FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$345,730.37**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of **\$261,452.52.**

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 4/6/2015

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*

4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,597,349.24 by \$84,277.85 to \$52,681,627.09.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$52,597,349.24
				\$0.00
Incrementally Funded: this Action:				\$84,277.85
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,681,627.09

2. Contract Annex 5 funding is increased from \$115,020,567.60 by \$261,452.52.00 to \$115,282,020.12.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$115,020,567.60
Obligated this Action: Incrementally Fund:	\$261,452.52
Revised Cumulative Obligations:	\$115,282,020.12

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,681,627.09**.

This allotment covers Task Orders 1 through 155-1, from **March 1, 2008** through **November 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,681,627.09**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2807-1 is **\$115,282,020.12**.

This allotment covers Delivery Orders 1 through 2807-1 from **March 1, 2008** through **August 5, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 25 PAGES	
2. AMENDMENT/MODIFICATION NO. 481		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) Helen B. Bell, Contract Specialist PH: 281.483.8149 Fax: 281.483.37027 Email: Helen.B.Bell@nasa.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) CSC Applied Technologies LLC Attn: Michael J. Matteson, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(4)		9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
			X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE			FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.						
(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER: Specify type of modification and authority 52.222-43-Fair labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this modification is to replace Section B.10 Pre-Priced Items and Section B.11 Fixed Price IDIQ in their entirety for contract year 8 through contract year 10. Contract years 1-7 remain the same.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			Dominic J. Golemi, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			(Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE						
30-105 COMPUTER GENERATED						
FAR (48 CFR) 53.24						
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA						

B.10 PRE-PRICED ITEMS

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.				
		CY 1 []	CY 6 []	
		CY 2 []	CY 7 []	
		CY 3 []	CY 8 [X]	
		CY 4 []	CY 9 []	
		CY 5 []	CY 10 []	
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY
5.3a	Cap floor receptacle	Receptacle	(b)(4)	
5.3b	Activate floor receptacle	Receptacle		
5.3c	Install new floor receptacle	Receptacle		
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle		
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot		
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot		
5.3g	Paint existing metal or wood door	Square Foot		
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door		
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door		
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table 5.4i	Door		
5.3k	Provide and install a keyed lock in a door	Lock		
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock		
	Tile			

5.3m	Remove/Replace 12"x12" (large area)	Square Foot	(b)(4)	
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot		
5.3m2	Set up and removal of containment	Linear Foot		
5.3m3	Install carpet	Square Foot		
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot		
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot		
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot		
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher		
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot		
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot		
5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot		
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot		
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot		
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot		
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches		
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot		
5.3 ff.	Hurricane Plan Support			
5.3 ff.1	Hurricane Plan Review	Each		
5.3 ff.2	Provide Water	Each		
5.3 ff.3	Support for Hurricane Level 5	Each		
5.3 ff.4	Support for Hurricane Level 4	Each		
5.3 ff.5	Participate in Hurricane Exercise	Each		
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each		
5.3 gg.	Power Washing	100 Sq ft		
5.3 hh.	Site Sweeping	JSC site		
5.3 ii.1	Facility Condition Assessment (FCA)			
5.3 ii.2	FCA Inspections – Roofs	Each		
5.3 ii.3	FCA Inspection - Building Exteriors	Each		

5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each	(b)(4)		
5.3 ii.5	FCA Inspection – Sidewalks	Each			
5.3 ii.6	FCA Inspection – Fences	Each			
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each			
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each			
5.3 ii.9	FCA Inspection – Facilities, Utilities, and Structures	Each			
5.3jj.1	Painting				
5.3jj.2	Crosswalk Painting	Square Foot			
5.3 jj.3	Street and Parking Lot Markings	Linear Foot			
5.3 jj.4	Water and Gas System Appurtenances	Device			
5.3jj.5	Exterior and Miscellaneous Painting	Square Feet			
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple			
5.3 kk.1	Traffic Control, Warning and Hazard Signs				
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each			
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each			
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each			
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each			
5.3 kk.6	Replace Traffic Control Signs	Each			
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each			
5.3 kk.8	Permanently Mounted Road Surface Markers	Each			
5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each			
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			

5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF)	100 Square foot	(b)(4)	
5.3 mm.	Nitrogen Delivery (Labor)	Delivery		
PRICED DELIVERY ORDER VALUE =				\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	<u>Pre-Priced Design Costs For Projects With a Given Construction Cost Range</u>						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - \$10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple Routine Complex	(b)(4)						

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

Definitions:

Simple: Designs that only require a single architectural or engineering discipline to develop the final design package.

Routine: Designs that involve more than one architectural or engineering discipline to develop the final design package.

Complex: Designs that involve more than one architectural or engineering discipline and requires one or more of the following: requires specialized engineering support from a sub-contractor (such as fire protection, high pressure systems, geo-technical, etc.), requires the development of multiple design options, phased projects, or soil boring to develop the final design package.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

		CY 1 []	CY 6 []		
		CY 2 []	CY 7 []		
		CY 3 []	CY 8 []		
		CY 4 []	CY 9 [X]		
		CY 5 []	CY 10 []		
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL
5.3a	Cap floor receptacle	Receptacle	(b)(4)		
5.3b	Activate floor receptacle	Receptacle			
5.3c	Install new floor receptacle	Receptacle			
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle			
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot			
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot			
5.3g	Paint existing metal or wood door	Square Foot			
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door			
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door			
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table 5.4i	Door			
5.3k	Provide and install a keyed lock in a door	Lock			
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock			
	Tile				

5.3m	Remove/Replace 12"x12" (large area)	Square Foot	(b)(4)	
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot		
5.3m2	Set up and removal of containment	Linear Foot		
5.3m3	Install carpet	Square Foot		
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot		
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot		
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot		
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher		
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot		
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot		
5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches		
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot		
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot		
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot		
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot		
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches		
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot		
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot		
5.3 ff.	Hurricane Plan Support			
5.3 ff.1	Hurricane Plan Review	Each		
5.3 ff.2	Provide Water	Each		
5.3 ff.3	Support for Hurricane Level 5	Each		
5.3 ff.4	Support for Hurricane Level 4	Each		
5.3 ff.5	Participate in Hurricane Exercise	Each		
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each		
5.3 gg.	Power Washing	100 Sq ft		
5.3 hh.	Site Sweeping	JSC site		
5.3 ii.1	Facility Condition Assessment (FCA)			
5.3 ii.2	FCA Inspections – Roofs	Each		
5.3 ii.3	FCA Inspection - Building Exteriors	Each		

5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each	(b)(4)		
5.3 ii.5	FCA Inspection – Sidewalks	Each			
5.3 ii.6	FCA Inspection – Fences	Each			
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each			
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each			
5.3 ii.9	FCA Inspection – Facilities, Utilities, and Structures	Each			
5.3jj.1	Painting				
5.3jj.2	Crosswalk Painting	Square Foot			
5.3 jj.3	Street and Parking Lot Markings	Linear Foot			
5.3 jj.4	Water and Gas System Appurtenances	Device			
5.3jj.5	Exterior and Miscellaneous Painting	Square Feet			
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple			
5.3 kk.1	Traffic Control, Warning and Hazard Signs				
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each			
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each			
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each			
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each			
5.3 kk.6	Replace Traffic Control Signs	Each			
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each			
5.3 kk.8	Permanently Mounted Road Surface Markers	Each			
5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each			
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			

5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF)	100 Square foot	(b)(4)	
5.3 mm.	Panel Rehabilitation			
	Nitrogen Delivery (Labor)	Delivery		
PRICED				
DELIVERY ORDER				
VALUE =				\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
5.3r	Government Furnished Pictures	(b)(4)				
5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	<u>Pre-Priced Design Costs For Projects With a Given Construction Cost Range</u>						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - 10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple Routine Complex	(b)(4)						

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

Definitions:

Simple: Designs that only require a single architectural or engineering discipline to develop the final design package.

Routine: Designs that involve more than one architectural or engineering discipline to develop the final design package.

Complex: Designs that involve more than one architectural or engineering discipline and requires one or more of the following: requires specialized engineering support from a sub-contractor (such as fire protection, high pressure systems, geo-technical, etc.), requires the development of multiple design options, phased projects, or soil boring to develop the final design package.

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

			CY 1 []	CY 6 []	
			CY 2 []	CY 7 []	
			CY 3 []	CY 8 []	
			CY 4 []	CY 9 []	
			CY 5 []	CY 10 [X]	
PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL
5.3a	Cap floor receptacle	Receptacle	(b)(4)		
5.3b	Activate floor receptacle	Receptacle			
5.3c	Install new floor receptacle	Receptacle			
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle			
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot			
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot			
5.3g	Paint existing metal or wood door	Square Foot			
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door			
5.3i	Install new 3'x7' door, hardware and frame in existing wall	Door			
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table 5.4i	Door			
5.3k	Provide and install a keyed lock in a door	Lock			
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock			
	Tile				

5.3m	Remove/Replace 12"x12" (large area)	Square Foot	(b)(4)		
5.3m1	Remove/Replace 9"x9" (small area)	Square Foot			
5.3m2	Set up and removal of containment	Linear Foot			
5.3m3	Install carpet	Square Foot			
5.3n	Remove/replace exposed aggregate concrete sidewalk	Square Foot			
5.3o	Remove/replace broom finish concrete sidewalk	Square Foot			
5.3p	Install new 4" deep broom finish concrete sidewalk	Square Foot			
5.3q	Hang Government Furnished Fire Extinguisher	Fire Extinguisher			
5.3ee.1	JPR #I-1 Asbestos Abatement	Square Foot			
5.3ee.2	JPR #I-2 Asbestos Abatement	Square Foot			
5.3ee.3	JPR #I-3 Asbestos Abatement	10 Square Inches			
5.3ee.4	JPR #II-1 Asbestos Abatement	Square Foot			
5.3ee.5	JPR #II-2 Asbestos Abatement	Square Foot			
5.3ee.6	JPR #III-4 Asbestos Abatement	Square Foot			
5.3ee.7	JPR #III-5 Asbestos Abatement	Square Foot			
5.3ee.8	JPR #III-7 Asbestos Abatement	10 Square Inches			
5.3ee.9	JPR #III-10 Asbestos Abatement	Square Foot			
5.3ee.10	JPR #III-11 Asbestos Abatement	Square Foot			
5.3 ff.	Hurricane Plan Support				
5.3 ff.1	Hurricane Plan Review	Each			
5.3 ff.2	Provide Water	Each			
5.3 ff.3	Support for Hurricane Level 5	Each			
5.3 ff.4	Support for Hurricane Level 4	Each			
5.3 ff.5	Participate in Hurricane Exercise	Each			
5.3 ff.6	Support for Hurricane Levels 3 and 2	Each			
5.3 gg.	Power Washing	100 Sq ft			
5.3 hh.	Site Sweeping	JSC site			
5.3 ii.1	Facility Condition Assessment (FCA)				
5.3 ii.2	FCA Inspections – Roofs	Each			
5.3 ii.3	FCA Inspection - Building Exteriors	Each			

5.3 ii.4	FCA Inspection - Roads, Parking Areas and EF Aprons	Each	(b)(4)		
5.3 ii.5	FCA Inspection – Sidewalks	Each			
5.3 ii.6	FCA Inspection – Fences	Each			
5.3 ii.7	FCA Inspection - Sanitary Sewer System	Each			
5.3 ii.8	FCA Inspection - Storm Water Collection System	Each			
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5.3jj.1	Painting				
5.3jj.2	Crosswalk Painting	Square Foot			
5.3 jj.3	Street and Parking Lot Markings	Linear Foot			
5.3 jj.4	Water and Gas System Appurtenances	Device			
5.3jj.5	Exterior and Miscellaneous Painting	Square Feet			
5.3 jj.6	Security Bollard and Staples Painting	Bollard/Staple			
5.3 kk.1	Traffic Control, Warning and Hazard Signs				
5.3 kk.2	Reserved Parking Space Designations (Stenciled)	Each			
5.3 kk.3	Reserved Parking Space Designations (Reattach Metal Name Plates)	Each			
5.3 kk.4	Reserved Parking Space Designations (Replace or Provide New Metal Name	Each			
5.3 kk.5	Re-secure Loose Existing Traffic Signs	Each			
5.3 kk.6	Replace Traffic Control Signs	Each			
5.3 kk.7	Provide New Traffic Control Signs and Mounting Posts	Each			
5.3 kk.8	Permanently Mounted Road Surface Markers	Each			
5.3 kk.9	Interior and Exterior Warning and Hazard Signs	Each			
5.3kk10	Build/install starter plates	Each			
5.3kk11	Provide name plate/numbers	Each			
5.3kk12	Provide/install name plate/numbers	Each			

5.3 ll.	Pre-Cast Exposed Aggregate Faced (PEAF)	100 Square foot	(b)(4)	
5.3 mm.	Panel Rehabilitation			
	Nitrogen Delivery (Labor)	Delivery		
PRICED				
DELIVERY ORDER				
VALUE =				\$

PRE-PRICED ITEM IDENTIFIER	BOARD AND PICTURE DESCRIPTION AND UNIT	COST TO PROVIDE (Table 5.3x.1))	COST TO INSTALL (Annex 5.3x.2)	COST TO REMOVE ONLY (Table 5.3x.3)	COST TO RELOCATE ONLY (Table 5.3x.4)	TOTAL
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5.3s	3'x2' White Board					
5.3t	4'x3' White Board					
5.3u	6'x4' White Board					
5.3v	3'x2' Bulletin Board					
5.3w	4'x3' Bulletin Board					
5.3x	6'x4' Bulletin Board					
5.3y	3'x2' Fabric Board					
5.3z	4'x3' Fabric Board					
5.3aa	6'x4' Fabric Board					
5.3bb	8'x4' Fabric Board					
5.3cc	4'x3' Magnetic Board					
5.3dd	6'x4' Magnetic Board					

Pre-Priced Design Costs for projects with an estimated construction value less than \$200,001:

5.2	<u>Pre-Priced Design Costs For Projects With a Given Construction Cost Range</u>						
Design Complexity	\$0 - \$2.5K	\$2.5K - \$5K	\$5K - \$10K	\$10K - \$25K	\$25K - \$50K	\$50K - \$100K	\$100K - \$200K
Simple Routine Complex	(b)(4)						

Note: ID/IQ Designs that are funded by Annex 5 Delivery Orders or Annex 4 Delivery Orders have total cost limitations for the design, field investigation, reproduction and others as set by the Federal Acquisition Regulations (FAR) and the recommendations set forth by RS Means Facilities Construction Cost Data Reference, Architectural Fees for new and existing facilities, which is typically a percentage of the construction cost value. All Pre-Priced Designs shall be funded as Annex 5 Delivery Orders.

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Complex: Designs that involve more than one architectural or engineering discipline and requires one or more of the following: requires specialized engineering support from a sub-contractor (such as fire protection, high pressure systems, geo-technical, etc.), requires the development of multiple design options, phased projects, or soil boring to develop the final design package.

(End of Clause)

B.11 FIXED PRICE ID/IQ PROPOSAL RATES**REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT**

This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without overhead applied.

ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input checked="" type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input type="checkbox"/> Contract Year 10	
			Straight Time Rate +
			Hourly Fringe Rate
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			

B.11 FIXED PRICE ID/IQ PROPOSAL RATES

REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT

This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without overhead applied.

Engineer III	
Engineer II	
Engineer I	
Administration Specialist III	
Administration Specialist II	
Administration Specialist I	
Business Specialist II	
Business Specialist I	
System Operator II	
System Operator I	

(b)(4)

B.11 FIXED PRICE ID/IQ PROPOSAL RATES**REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT**

This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without overhead applied.

ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input checked="" type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input type="checkbox"/> Contract Year 10	
			Straight Time Rate +
			Hourly Fringe Rate
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	(b)(4)		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			

B.11 FIXED PRICE ID/IQ PROPOSAL RATES

REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT

This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without overhead applied.

Engineer III	
Engineer II	
Engineer I	
Administration Specialist III	
Administration Specialist II	
Administration Specialist I	
Business Specialist II	
Business Specialist I	
System Operator II	
System Operator I	

(b)(4)

B.11 FIXED PRICE ID/IQ PROPOSAL RATES**REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT**

This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without overhead applied.

ID/IQ Bare Labor Cost (Annex 5 Fixed Price)			
Required of the Prime Contractor			
	<input type="checkbox"/> Contract Year 1	<input type="checkbox"/> Contract Year 6	
	<input type="checkbox"/> Contract Year 2	<input type="checkbox"/> Contract Year 7	
	<input type="checkbox"/> Contract Year 3	<input type="checkbox"/> Contract Year 8	
	<input type="checkbox"/> Contract Year 4	<input type="checkbox"/> Contract Year 9	
	<input type="checkbox"/> Contract Year 5	<input checked="" type="checkbox"/> Contract Year 10	
			Straight Time Rate +
			Hourly Fringe Rate
NASA (JSC)	Straight Time Rate	Hourly Fringe	Hourly Fringe Rate
Standard Labor Category (SLC)			
Program Manager	<div style="background-color: black; color: red; text-align: center; padding: 50px;">(b)(4)</div>		
Manager			
Supervisor			
Technician III			
Technician II			
Technician I			
Craft III			
Craft II			
Craft I			
Laborer			
IT Professional			
Drafter III			
Drafter II			
Drafter I			
Driver			
Safety Manager			
Safety Engineer			
Quality Engineer II			
Quality Engineer I			

B.11 FIXED PRICE ID/IQ PROPOSAL RATES

REVISED - CONTRACT YEAR 5 WAGE ADJUSTMENT

This table provides for the applicable sum of labor wage rates (including employer paid fringe benefits) without overhead applied.

Engineer III	(b)(4)
Engineer II	
Engineer I	
Administration Specialist III	
Administration Specialist II	
Administration Specialist I	
Business Specialist II	
Business Specialist I	
System Operator II	
System Operator I	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. 482		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200547589		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net increase: **\$27,183.69**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$0.00.
- Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of \$10,000.00.

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Digitally signed by Dominic Golemi Date: 2015.04.14 17:32:39 -05'00'	16C. DATE SIGNED 04/14/2015

4. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
5. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,681,627.09 by \$37,183.69 to \$52,718,810.78.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$52,681,627.09
				\$0.00
Incrementally Funded: this Action:				\$27,183.69
Redistribute from Annex 5 to Annex 4:				\$10,000.00
				\$0.00
Revised Cumulative Obligations:				\$52,718,810.78

2. Contract Annex 5 funding is decreased from \$115,282,020.12 by -\$10,000.00 to \$115,272,020.12.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$115,282,020.12
Obligated this Action: Incrementally Fund:	\$0.00
Redistribute to Annex 4 from Annex 5:	(\$10,000.00)
Revised Cumulative Obligations:	\$115,272,020.12

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,718,810.78**.

This allotment covers Task Orders 1 through 15OA1-3, from **March 1, 2008** through **November 15, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,718,810.78**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2807-1 is **\$115,272,020.12**.

This allotment covers Delivery Orders 1 through 2807-1 from **March 1, 2008** through **August 5, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 483		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200548181; 548297		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE	10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net increase: **\$899,676.36**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$857,400.03.

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Dominic Golemi Digitally signed by Dominic Golemi Date: 2015.04.21 12:23:03 -05'00'	16C. DATE SIGNED

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,718,810.78 by \$42,276.33 to \$52,761,087.11.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$52,718,810.78
				\$0.00
Incrementally Funded: this Action:				\$42,276.33
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,761,087.11

2. Contract Annex 5 funding is increased from \$115,272,020.12 by \$857,400.03 to \$116,129,420.15.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$115,272,020.12
Obligated this Action: Incrementally Fund:	\$857,400.03
Revised Cumulative Obligations:	\$116,129,420.15

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,761,087.11**.

This allotment covers Task Orders 1 through 15CB1, from **March 1, 2008** through **November 30, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are (b)(4).

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 14CC1-5 is **\$116,129,420.15**.

This allotment covers Delivery Orders 1 through 14CC1-5 from **March 1, 2008** through **September 15, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES		
2. AMENDMENT/MODIFICATION NO. 484		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net increase: **\$0.00****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**


(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification is to correct an error on Mod 482 on page 1 section 14 number 1 states: "Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)" The correct statement is: Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)"

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED Digitally signed by Dominic Golemi Date: 2015.04.21 18:12:29 -05'00'

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 485		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 45200522224; 4200529075		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net decrease: **-\$261,563.54**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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


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

The purpose of this modification:

1. De Obligate Funds from Annex 4 Estimated Cost in the amount of **(b)(4)** tasks are complete.
2. De Obligate Funds from Annex 5 Firm Fixed Price in the amount of **-\$258,776.73**, funds needed for another requirement.
3. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of **(b)(4)**
4. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Fixed Fee in the amount of **(b)(4)**
5. Redistributing Funds from Annex 4 Estimated Cost to Annex 4 Fixed Fee in the amount of **(b)(4)**

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Digitally signed by Dominic Golemi Date: 2015.04.23 09:35:07 -05'00'	16C. DATE SIGNED

6. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
7. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,761,087.11 by \$18,113.19 to \$52,779,200.30.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$52,761,087.11
Incrementally Funded: this Action:				\$0.00
De-Obligated this Action:				(\$2,786.81)
Redistribute from Annex 5 to Annex4:	(b)(4)			\$20,900.00
Redistribute from Annex 4 Cost to Annex 4 Fee:				\$0.00
Revised Cumulative Obligations:				\$52,779,200.30

2. Contract Annex 5 funding is decreased from \$116,129,420.15 by -\$279,676.73 to \$115,849,743.42.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$116,129,420.15
Incrementally Funded: this Action:	\$0.00
De-Obligated this Action:	(\$258,776.73)
Redistribute from Annex 5 to Annex 4:	(\$20,900.00)
Revised Cumulative Obligations:	\$115,849,743.42

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,779,200.30**.

This allotment covers Task Orders 1 through 13ES6-5, from **March 1, 2008** through **November 30, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,779,200.30**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15AA1 is **\$115,849,743.42**.

This allotment covers Delivery Orders 1 through 15AA1 from **March 1, 2008** through **September 15, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES	
2. AMENDMENT/MODIFICATION NO. 486		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 45200549911; 4200549942		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net increase: **\$731,181.84**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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


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

The purpose of this modification:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
2. De Obligate Funds from Annex 5 Firm Fixed Price in the amount of -\$7,000.00, funds needed for another requirement.
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$677,818.84.
4. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B.  ICA	16C. DATE SIGNED Digitally signed by Dominic Golemi Date: 2015.05.01 13:48:28 -05'00'

5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,779,200.30 by \$71,363.00 to \$52,850,563.30.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>			\$52,779,200.30
Incrementally Funded: this Action:				\$60,363.00
Redistribute from Annex 5 to Annex4:				\$11,000.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,850,563.30

2. Contract Annex 5 funding is increased from \$115,849,743.42 by \$659,818.84 to \$116,509,562.26.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$115,849,743.42
Incrementally Funded: this Action:	\$677,818.84
De-Obligated this Action:	(\$7,000.00)
Redistribute from Annex 5 to Annex 4:	(\$11,000.00)
Revised Cumulative Obligations:	\$116,509,562.26

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,850,563.30**.

This allotment covers Task Orders 1 through 157, from **March 1, 2008** through **November 30, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,850,563.30**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2851 is **\$116,509,562.26**.

This allotment covers Delivery Orders 1 through 2851 from **March 1, 2008** through **September 15, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. 487		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200550343		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net increase: **\$335,322.01****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

1. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
2. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$271,063.72.
3. Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)

Continued on Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 5/7/2015

4. *Redistributing Funds from Annex 5 Firm Fixed Price to ANNEX 4 Fixed Fee in the amount of (b)(4)*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$52,850,563.30 by \$68,167.67.00 to \$52,918,730.97.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$52,850,563.30
Incrementally Funded: this Action:				\$64,258.29
Redistribute from Annex 5 to Annex4:	(b)(4)			\$3,909.38
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$52,918,730.97

2. Contract Annex 5 funding is increased from \$116,509,562.26 by \$267,154.34 to \$116,776,716.60.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$116,509,562.26
Incrementally Funded: this Action:	\$271,063.72
Redistribute from Annex 5 to Annex 4:	(\$3,909.38)
Revised Cumulative Obligations:	\$116,776,716.60

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$52,918,730.97**.

This allotment covers Task Orders 1 through 152-1, from **March 1, 2008** through **December 10, 2015**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$52,918,730.97**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2853 is **\$116,776,716.60**.

This allotment covers Delivery Orders 1 through 2853 from **March 1, 2008** through **November 15, 2015**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 7 PAGES	
2. AMENDMENT/MODIFICATION NO. 488		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) Dominic J. Golemi, Contract Specialist PH: 281.792.7840 Email: dominic.j.golemi@nasa.gov			
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(4)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
				10B. DATED (SEE ITEM 13) 01/03/2008		
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.						
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-2 – “Changes—Cost-Reimbursement (Alternate II)”					
	D. OTHER: Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return __1__ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this modification is to incorporate contract value changes of Preventive Maintenance (PM) Reconciliation by PAE revised cost proposal dated 7/24/2015 on the Facilities contract, NNJ08JA02C, at JSC, as contract modification 488. The estimated contract value (estimated cost, award fee, and fixed fee) for FY 14-18 (CY 7-10) is increased by \$ 360,702 based on the following:						
1. Update Clause B.3 Estimated Cost, Award Fee and Fixed Fee (not including ID\IQ Annexes 4 & 5)						
2. Update Clause B.12 Pre-Priced Tables for Award Term Plan A, Plan B or Plan C Tables 1.0 (Plan A) & Table 3.0 (Plan C) for CY 7-10						
3. Update Section F, Clause F.4 Option to Extend Completion Date, for CY 7-10						
SEE PAGE 2 CONTINUATION...						
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) Dennis K. Smith, Contracts Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, 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	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105 COMPUTER GENERATED		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

This modification represents a full, complete, and equitable adjustment to estimated cost and fee for CY 7-10 increases as proposed on April 17, 2015 and revised on July 24, 2015. All other terms and conditions of the contract, except for the aforementioned clauses, remain unchanged. In consideration of the modifications agreed to herein, the Contractor and Government hereby release each other from liability under this contract for further equitable adjustments exclusively attributable to these changes.

	Cost	Fixed Fee	Award Fee	Total
CY 7	(b)(4)			\$69,829
CY 8				\$119,187
CY 9				\$97,421
CY 10				\$74,265
Total				\$360,702

1. B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is increased **BY:** (b)(4) **FROM:** (b)(4) **TO:** (b)(4)

The maximum available award fee is increased **BY:** (b)(4) **FROM:** (b)(4) **TO:** (b)(4)

The maximum available fixed-fee is increased **BY:** (b)(4) **FROM:** (b)(4) **TO:** (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is increased **BY: \$ 286,437, FROM: \$ 324,192,086 TO: \$ 324,478,522.**

Reference: **Base Period, Years 1 through Year 9.**

(End of Clause)

2. B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:

B.12 PRE-PRICED TABLES FOR AWARD-TERM PLAN A, PLAN B, OR PLAN C:							
TABLE 1.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN A)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	60 days	1/1/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			\$35,801,295
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Fixed-Fee			
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Fixed-Fee			\$37,208,085
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Fixed-Fee			
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Fixed-Fee			\$36,122,618
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Fixed-Fee			
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Fixed-Fee			\$34,950,252
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Fixed-Fee			
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Fixed-Fee			\$35,926,765
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Fixed-Fee			
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Fixed-Fee			\$36,593,875
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			\$37,627,334
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			\$38,679,370

TABLE 3.0 – ESTIMATED COST AND FEE SCHEDULE (PLAN C)							
Contract Year	Period No.	Evaluation Period	Duration	Contract Type	Available Fee	Estimated Cost	Estimated Cost and Fee
Phase-in	Phase-in	53 days	1/7/08 – 2/29/08	Firm-Fixed-Price	(b)(4)		\$0
Year 1	Initial Period	9 months	3/1/08 – 11/30/08	Award-Fee			\$34,512,019
Year 1	Period 1	3 months	12/1/08 – 2/28/09	Fixed-Fee			
Year 2	Period 1	3 months	3/1/09 – 5/31/09	Fixed-Fee			
Year 2	Period 2	6 months	6/1/09 – 11/30/09	Fixed-Fee			\$35,736,279
Year 2	Period 3	3 months	12/1/09 – 2/28/10	Fixed-Fee			
Year 3	Period 3	6 months	3/1/10 – 8/31/10	Fixed-Fee			
Year 3	Period 4	6 months	9/1/10 – 2/28/11	Fixed-Fee			\$35,801,295
Year 4	Period 5	6 months	3/1/11 – 8/31/11	Award-Fee			
Year 4	Period 6	6 months	9/1/11 – 2/29/12	Award-Fee			\$37,208,085
Year 5	Period 7	6 months	3/1/12 – 8/31/12	Award-Fee			
Year 5	Period 8	6 months	9/1/12 – 2/28/13	Award-Fee			\$36,122,618
Year 6	Period 9	6 months	3/1/13 – 8/31/13	Award-Fee			
Year 6	Period 10	6 months	9/1/13 – 2/28/14	Award-Fee			\$34,950,252
Year 7	Period 11	6 months	3/1/14 – 8/31/14	Award-Fee			
Year 7	Period 12	6 months	9/1/14 – 2/28/15	Award-Fee			\$35,926,765
Year 8	Period 13	6 months	3/1/15 – 8/31/15	Award-Fee			
Year 8	Period 14	6 months	9/1/15 – 2/28/16	Award-Fee			\$36,593,875
Year 9	Period 15	6 months	3/1/16 – 8/31/16	Award-Fee			
Year 9	Period 16	6 months	9/1/16 – 2/28/17	Award-Fee			\$37,627,334
Year 10	Period 17	6 months	3/1/17 – 8/31/17	Award-Fee			
Year 10	Period 18	6 months	9/1/17 – 2/28/18	Award-Fee			\$38,679,370

3. F.4 OPTION TO EXTEND COMPLETION DATE

The Government may require the Contractor to continue to perform services under this Contract. The CO may exercise this option or term(s) by issuance of a unilateral Contract modification 30 days or more before the completion date set forth in Section F. Should the option or term(s) 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 or term(s), except for the following changes:

I. These are pre-priced options and award-terms that apply to Plan A if it is implemented in accordance with Clause H.10:

YEAR 7: 3/1/2014 – 2/28/2015

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$250,257,313	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 28, 2015.
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 7 shall become effective.

YEAR 8: 3/1/2015 – 2/29/2016

1.	By	To
B.3, entitled "Estimated Cost, Award-Fee, and Fixed-Fee" shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available fixed fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$286,851,188	

2. F.2, entitled "Completion of Work" shall be modified to extend the Completion Date to February 29, 2016
3. B.8, entitled "Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled "Pre-priced Items" for Year 8 shall become effective.

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$324,478,522	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost	<div>(b)(4)</div>	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$363,157,892	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2018.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 10 shall become effective.

II. These are pre-priced options and award-terms that apply to Plan C if it is implemented in accordance with Clause H.10:

YEAR 9: 3/1/2016 – 2/28/2017

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$324,478,522	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2017.
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 9 shall become effective.

YEAR 10: 3/1/2017 – 2/28/2018

1.	By	To
B.3, entitled “Estimated Cost, Award-Fee, and Fixed-Fee” shall be modified to increase the estimated cost	<div style="background-color: black; color: red; text-align: center; padding: 10px;">(b)(4)</div>	
and to increase maximum available award fee		
The total estimated cost, maximum award fee and maximum fixed fee is		
	\$363,157,892	

2. F.2, entitled “Completion of Work” shall be modified to extend the Completion Date to February 28, 2018
3. B.8, entitled “Indefinite Delivery/Indefinite Quantity (ID/IQ) shall be modified to reflect the increase to the minimum value by \$200,000 for both Annexes 4 and 5 and the increase to the maximum value by \$15,000,000 for both Annexes 4 and 5.
4. B.9, entitled “Pre-priced Items” for Year 10 shall become effective.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. 489	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200551754, 551403, 551733	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058	CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov	CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP. Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C
CODE 1JGQ2 FACILITY CODE				10B. DATED (SEE ITEM 13) 01/03/2008

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)

SEE SCHEDULE

Net increase: \$3,153,191.14

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Base Estimated Cost in the amount of (b)(4)
Incrementally Fund Base Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$79,441.68.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Dawn Alexander	16C. DATE SIGNED 5/15/15

4. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)*
5. *Redistributing Funds from Annex 4 Estimated Cost to Annex 4 Fixed Fee in the amount of (b)(4)*
6. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
7. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
8. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$255,715,420.92 by \$3,000,000.00 to \$258,715,420.92.

<u>Contract Base Funding</u> <u>Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative</u> <u>Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$255,715,420.92
Incrementally Funded: this Action				\$3,000,000.00
				\$0.00
Revised Cumulative Obligations:				\$258,715,420.92

2. Contract Annex 4 funding is increased from \$52,918,730.97 by \$98,467.30 to \$53,017,198.27.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative</u> <u>Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$52,918,730.97
Incrementally Funded: this Action:				\$73,749.46
Redistribute from Annex 5 to Annex4:				\$24,717.84
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$53,017,198.27

3. Contract Annex 5 funding is increased from \$116,776,716.60 by \$54,723.84 to \$116,831,440.44.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$116,776,716.60
Incrementally Funded: this Action:	\$79,441.68
Redistribute from Annex 5 to Annex 4:	(\$24,717.84)
Revised Cumulative Obligations:	\$116,831,440.44

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **August 12, 2015.**

- (b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

- (c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,017,198.27**.

This allotment covers Task Orders 1 through 15WR1-1-1, from **March 1, 2008** through **January 08, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,017,198.27**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15EP1-7 is **\$116,831,440.44**.

This allotment covers Delivery Orders 1 through 15EP1-7 from **March 1, 2008** through **January 22, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
					1		4
2. AMENDMENT/MODIFICATION NO. 490		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200553165, 553262		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net increase: **\$144,440.02**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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


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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$117,973.02.**

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED Digitally signed by Dominic Golemi Date: 2015.06.01 12:25:01 -05'00'

3. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)*
4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of (b)(4)*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$53,017,198.27 by \$24,365.00 to \$53,041,563.27.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$53,017,198.27
Incrementally Funded: this Action:				\$26,467.00
Redistribute from Annex 5 to Annex4:				\$3,898.00
Redistribute from Annex 4 to Annex 5 :				(\$6,000.00)
				\$0.00
Revised Cumulative Obligations:				\$53,041,563.27

2. Contract Annex 5 funding is increased from \$116,831,440.44 by \$120,075.02 to \$116,951,515.46.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$116,831,440.44
Incrementally Funded: this Action:	\$117,973.02
Redistribute from Annex 4 to Annex 5:	\$6,000.00
Redistribute from Annex 5 to Annex 4:	(\$3,898.00)
Revised Cumulative Obligations:	\$116,951,515.46

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are \$53,041,563.27.

This allotment covers Task Orders 1 through 13JA3-3, from March 1, 2008 through January 08, 2016.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are \$53,041,563.27.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is \$162,227.37.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 14ES1-12 is **\$116,951,515.46**.

This allotment covers Delivery Orders 1 through 14ES1-12 from **March 1, 2008** through **January 22, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000491		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE JSC		7. ADMINISTERED BY (If other than Item 6) CODE JSC	
NASA/Johnson Space Center Attn: Helen Bell/BJ5 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Helen B. Bell 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PAE Applied Technologies LLC 6500 West Freeway Ste 600 Fort Worth TX 76116-2118		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
				10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) H.10 "Award Fee/Award Term Plan", F.4 "Option to Extend the Completion Date"

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.)

As a result of the Award Term evaluation for periods 13 & 14, covering the POP of 3/1/14 - 2/28/15, with a rating of (b)(4) as well as meeting the cost-gate on the contract and in accordance with Clause H.10 entitled, "Award Fee/Award Term"; as well as the section J-C, "Award Fee/Award Term Plan"; Contract Year 9 is awarded by Plan A.

Continued on Page 2...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Dominic J. Golemi	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Digitally signed by Dominic Golemi Date: 2015.06.04 15:53:25 -05'00'	16C. DATE SIGNED

For Contract Year 9, the following clauses are hereby incorporated in effect as well as the terms and conditions of the contract immediately prior to the award of this year and are implemented upon execution of this modification:

Year 9: 03/01/2016 – 02/28/2017

Clause B.3 is changed as follows:

FROM:

B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is \$286,512,293.

Reference: Base Period, Years 1 through Year 8.

TO:

B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is (b)(4)

The maximum available award fee is (b)(4)

The maximum available fixed-fee is (b)(4)

The total estimated cost, maximum award fee and maximum fixed-fee is \$324,042,205.

Reference: Base Period, Years 1 through Year 9.

Clause B.8 is changed as follows:

FROM:

B.8 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) (ANNEXES 4 and 5)

The following values are applied throughout the life of the contract and therefore represent the aggregate sum for the minimum and maximum values on a cumulative basis:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost reimbursable Task Orders: \$200,000. Cumulatively: \$1,600,000 through Contract Year 8.

Annex 5: Firm-fixed-price Delivery Orders: \$200,000. Cumulatively: \$1,600,000 through Contract Year 8.

(b) The maximum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost-reimbursable Task Orders: \$15,000,000. Year 1 increase is for Repairs of \$49,900,000 (modification 30). Year 2 decrease of \$20,000,000 (transferred to Annex 5 on modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000 (Mod 383). Addition of Year 8 \$15,000,000 (Mod 445). Cumulatively: \$149,900,000.

Annex 5: Firm-fixed-price Delivery Orders: \$15,000,000. Year 2 increase of \$550,000 (modification 113). Year 2 increase of \$20,000,000 (transferred from Annex 4 on modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000 (modification 383). Addition of year 8 \$15,000,000 (modification 445). Cumulatively: \$140,550,000 through Contract Year 8.

(c) 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, estimated cost, or fee.

(End of Clause)

TO:

B.8 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) (ANNEXES 4 and 5)

The following values are applied throughout the life of the contract and therefore represent the aggregate sum for the minimum and maximum values on a cumulative basis:

(a) The guaranteed minimum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost reimbursable Task Orders: \$200,000. Cumulatively: \$1,800,000 through Contract Year 9.

Annex 5: Firm-fixed-price Delivery Orders: \$200,000. Cumulatively: \$1,800,000 through Contract Year 9.

(b) The maximum contract value of work that will be ordered under this contract per contract year is as follows:

Annex 4: Cost-reimbursable Task Orders: \$15,000,000. Year 1 increase is for Repairs of \$49,900,000 (modification 30). Year 2 decrease of \$20,000,000 (transferred to Annex 5 on modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000 (Mod 383). Addition of Year 8 \$15,000,000 (Mod 445). Addition of Year 9 \$15,000,000 (Mod 491). Cumulatively: \$164,900,000.

Annex 5: Firm-fixed-price Delivery Orders: \$15,000,000. Year 2 increase of \$550,000 (modification 113). Year 2 increase of \$20,000,000 (transferred from Annex 4 on modification 122). Additions of Year 3 \$15,000,000 plus year 4 \$15,000,000 (modification 133). Addition of Year 5 \$15,000,000 (modification 265). Addition of year 6 \$15,000,000 (modification 339). Addition of Year 7 \$15,000,000 (modification 383). Addition of year 8 \$15,000,000 (modification 445). Addition of year 9 \$15,000,000 (modification 491). Cumulatively: \$155,550,000 through Contract Year 9.

(c) 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, estimated cost, or fee.

(End of Clause)

Clause F.2 is changed as follows:

FROM:

F.2 COMPLETION OF WORK

All work required under this Contract, including submission of all reports, shall be completed on or before February 29, 2016.

TO:

F.2 COMPLETION OF WORK

All work required under this Contract, including submission of all reports, shall be completed on or before February 28, 2017.

(End of clause)

Clause B-9 remains unmodified as the values for Contract Year 8 are already stipulated in the clause and therefore do not necessitate an update as a result of this contract action.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
					1		4
2. AMENDMENT/MODIFICATION NO. 492		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200554383, 554384		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net increase: **\$1,011,057.76**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$880,814.47.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jason Phillips <small>Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphill4 Date: 2015.06.16 07:24:47 -05'00'</small>	16C. DATE SIGNED 6/16/2015

3. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)*
4. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of (b)(4)*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$53,041,563.27 by \$123,243.29 to \$53,164,806.56.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$53,041,563.27
Incrementally Funded: this Action:				\$130,243.29
Redistribute from Annex 5 to Annex4:				\$3,000.00
Redistribute from Annex 4 to Annex 5 :				(\$10,000.00) \$0.00
Revised Cumulative Obligations:				\$53,164,806.56

2. Contract Annex 5 funding is increased from \$116,951,515.46 by \$887,814.47 to \$117,839,329.93.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$116,951,515.46
Incrementally Funded: this Action:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>
Redistribute from Annex 4 to Annex 5:	
Redistribute from Annex 5 to Annex 4:	
Revised Cumulative Obligations:	\$117,839,329.93

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,164,806.56**.

This allotment covers Task Orders 1 through 13SK1-5, from **March 1, 2008** through **January 15, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,164,806.56**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15SK1-6 is **\$117,839,329.46**.

This allotment covers Delivery Orders 1 through 15SK1-6 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
					1		4
2. AMENDMENT/MODIFICATION NO. 493		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200556195, 556047		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net increase: **\$89,226.02**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$66,439.30.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 6/29/2015

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$53,164,806.56 by \$22,786.72 to \$53,187,593.28.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$53,164,806.56
Incrementally Funded: this Action:	(b)(4)			\$22,786.72
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$53,187,593.28

2. Contract Annex 5 funding is increased from \$117,839,329.93 by \$66,439.30 to \$117,905,769.23.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$117,839,329.93
Incrementally Funded: this Action:	\$66,439.30
Revised Cumulative Obligations:	\$117,905,769.23

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,187,593.28**.

This allotment covers Task Orders 1 through 15JA5-3, from **March 1, 2008** through **January 15, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,187,593.28**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2885 is **\$117,905,769.23**.

This allotment covers Delivery Orders 1 through 2885 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES	
2. AMENDMENT/MODIFICATION NO. 494			3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200554383, 535147, 551403			5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058			CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov			CODE BJ5
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)					(4)		9A. AMENDMENT OF SOLICITATION NO.	
PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116							9B. DATED (SEE ITEM 11)	
CODE 1JGQ2					FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
					X		10B. DATED (SEE ITEM 13) 01/03/2008	

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)
SEE SCHEDULE

Net decrease: **-\$260,872.76**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)


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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) *The purpose of this modification:*

1. Deobligate Funds from Annex 5 Firm Fixed Price in the amount of -\$260,872.76; funds are needed for other requirements and correcting coding.
2. Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED Digitally signed by Dominic Golemi Date: 2015.07.09 15:17:28 -05'00'

1. Contract Annex 5 funding is decreased from \$117,905,769.23 by -\$260,872.76 to \$117,644,896.47.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$117,905,769.23
Incrementally Funded: this Action:	(\$260,872.76)
<hr/>	
Revised Cumulative Obligations:	\$117,644,896.47

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2559-2 is **\$117,644,896.47**.

This allotment covers Delivery Orders 1 through 2559-2 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

- (a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		4
2. AMENDMENT/MODIFICATION NO. 495		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200557610, 557609		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116			(4)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
CODE 1JGQ2				10B. DATED (SEE ITEM 13) 01/03/2008		
FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net increase: **\$312,297.15**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
Incrementally Fund Annex 4 Fixed Fee in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$306.341.02.

See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jason Phillips Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphill4 Date: 2015.07.15 09:56:14 -05'00'	16C. DATE SIGNED 7/15/2015

3. *Redistributing Funds from Annex 4 Estimated Cost to Annex 5 Firm Fixed Price in the amount of (b)(4)*
4. *Redistributing Funds from Annex 5 Firm Fixed Price to Annex 4 Estimated Cost in the amount of (b)(4)*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$53,187,593.28 by \$28,912.75 to \$53,216,506.03.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>			\$53,187,593.28
Incrementally Funded: this Action:				\$5,956.13
Redistribute from Annex 4 to Annex 5:				(\$28,000.00)
Redistribute from Annex 5 to Annex 4:				\$50,956.62
				\$0.00
Revised Cumulative Obligations:				\$53,216,506.03

2. Contract Annex 5 funding is increased from \$117,644,896.47 by \$283,384.40 to \$117,928,280.87.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$117,644,896.47
Incrementally Funded: this Action:	<div style="background-color: black; color: red; text-align: center; padding: 20px;">(b)(4)</div>
Redistribute from Annex 4 to Annex 5:	
Redistribute from Annex 5 to Annex 4:	
Revised Cumulative Obligations:	\$117,928,280.87

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,216,506.03**.

This allotment covers Task Orders 1 through 15JA5-3, from **March 1, 2008** through **January 15, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,216,506.03**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2559-2 is **\$117,928,280.87**.

This allotment covers Delivery Orders 1 through 2559-2 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		5
2. AMENDMENT/MODIFICATION NO. 496		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		
				5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		
				CODE BJ5		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		
				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
				10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		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 ☐ 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)

SEE SCHEDULE

Net decrease: **-\$318,071.44**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Deobligate Funds from Annex 4 Estimated Cost in the amount of **(b)(4)**
- Deobligate Funds from Annex 5 Firm Fixed Price in the amount of **-\$288,698.07.**

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jason Phillips Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphill4 Date: 2015.07.16 21:41:50 -05'00'	16C. DATE SIGNED 7/16/2015

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

TO/DO/FO	PR#	Amt to De-ob
4600009303	4200493464	(b)(4)
4600009404	4200494379	
4600009758	4200497238	
4600009758	4200499309	
4600010079	4200502555	
4600010253	4200504482	
4600010336	4200506626	
4600010586	4200509228	
4600011344	4200519352	
4600011535	4200522224	
4600011879	4200528186	
4600012011	4200528890	
4600012011	4200528890	
4600014051	4200550343	
Total		\$318,071.44

1. Contract Annex 4 funding is decreased from \$53,216,506.03 by -\$29,373.37 to \$53,187,132.66.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$53,216,506.03
Deobligated : this Action:	(b)(4)			(\$29,373.37)
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$53,187,132.66

2. Contract Annex 5 funding is decreased from \$117,928,280.87 by -\$288,698.07 to \$117,639,582.80.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$117,928,280.87
Deobligated: this Action:	(\$288,698.07)
Revised Cumulative Obligations:	<u>\$117,639,582.80</u>

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,187,132.66**.

This allotment covers Task Orders 1 through 15IA2-2, from **March 1, 2008** through **January 15, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,187,132.66**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15ER1-9 is **\$117,639,582.80**.

This allotment covers Delivery Orders 1 through 15ER1-9 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		4
2. AMENDMENT/MODIFICATION NO. 497		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		
				5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ	7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116		(4)		9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C		
				10B. DATED (SEE ITEM 13) 01/03/2008		
CODE 1JGQ2		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND 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)

SEE SCHEDULE

Net Increase: **\$449,444.55**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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

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

The purpose of this modification:

- Incrementally Fund Annex 4 Estimated Cost in the amount of **(b)(4)**
- Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$375,925.18.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jason Phillips Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphill4 Date: 2015.07.21 12:53:51 -05'00'	16C. DATE SIGNED 7/21/2015

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is increased from \$53,187,132.66 by \$73,519.37 to \$53,260,652.03.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	<div style="background-color: black; color: red; text-align: center; padding: 50px;">(b)(4)</div>			\$53,187,132.66
Incrementally Fund : this Action:				\$73,519.37
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$53,260,652.03

2. Contract Annex 5 funding is increased from \$117,639,582.80 by \$375,925.18 to \$118,015,507.98.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$117,639,582.80
Incrementally Fund: this Action:	\$375,925.18
Revised Cumulative Obligations:	<u>\$118,015,507.98</u>

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,260,652.03**.

This allotment covers Task Orders 1 through 15IA2-2, from **March 1, 2008** through **January 15, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,260,652.03**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 15ER1-9 is **\$118,015,507.98**.

This allotment covers Delivery Orders 1 through 15ER1-9 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES		
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">498</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200559892, 559376</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
						10B. DATED (SEE ITEM 13) 01/03/2008	
CODE 1JGQ2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) SEE SCHEDULE				Net increase: \$5,002,591.06			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(4)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <i>The purpose of this modification:</i>							
1. Incrementally Fund Base Estimated Cost in the amount of (b)(4) Incrementally Fund Base Fixed Fee in the amount of (b)(4)							
2. Incrementally Fund Annex 4 Estimated Cost in the amount of (b)(4) Incrementally Fund Annex 4 Fixed Fee in the amount of (b)(4)							
3. Incrementally Fund Annex 5 Firm Fixed Price in the amount of \$371,889.48.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason C. Phillips, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Jason Phillips Digitally signed by Jason Phillips DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=Jason Phillips, 0.9.2342.19200300.100.1.1=jcphill4 Date: 2015.07.27 13:18:27 -05'00'		16C. DATE SIGNED 7/27/2015	

4. *Clause B.4 - CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)(not including Annexes 4 and 5) is hereby modified and replaced by the attached.*
5. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
6. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM_FIXED-PRICE DELIVERY ORDERS (ANNEX) is hereby modified and replaced by the attached.*

1. Contract Base funding is increased from \$258,715,420.92 by \$4,500,000.00 to \$263,215,420.92.

<u>Contract Base Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$258,715,420.92
Incrementally Funded: this Action				\$4,500,000.00
				\$0.00
Revised Cumulative Obligations:				\$263,215,420.92

2. Contract Annex 4 funding is increased from \$53,260,652.03 by \$130,701.58 to \$53,391,353.61.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	(b)(4)			\$53,260,652.03
Incrementally Fund : this Action:				\$130,701.58
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$53,391,353.61

3. Contract Annex 5 funding is increased from \$118,015,507.98 by \$371,889.48 to \$118,387,397.46.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$118,015,507.98
Incrementally Fund: this Action:	\$371,889.48
<hr/>	
Revised Cumulative Obligations:	\$118,387,397.46

B.4 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (not including Annexes 4 and 5)

This clause identifies the amount of funds allotted by the Government for purposes of payment of costs incurred by the Contractor to perform the services identified in Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this Contract is (b)(4)

This allotment is for Annexes 1, 2, 3, 6, and 7 of this Contract and covers the following estimated period of performance: **September 25, 2015.**

(b) An additional amount of (b)(4) is obligated under this Contract for payment of award fee.

(c) An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,391,353.61**.

This allotment covers Task Orders 1 through 15IA2-2, from **March 1, 2008** through **February 28, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,391,353.61**.

The following paragraphs (d) and (e) are applicable to IDIQ related to “STIMULUS” – American Recovery and Reinvestment Act 2009”:

(b) “STIMULUS” – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) “STIMULUS” – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2891 is **\$118,387,397.46**.

This allotment covers Delivery Orders 1 through 2891 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. 499		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200558806; 532792		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Institutional Procurement Office Houston, TX 77058		CODE BJ		7. ADMINISTERED BY (If other than Item 6) Helen Bell, Contract Specialist PH: 281.483.8149 Email: helen.b.bell@nasa.gov		CODE BJ5	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) PAE Applied Technologies LLC Attn: David W. Popham, Program Manager 6500 West Fwy, Suite 600 Fort Worth, TX 76116				(4)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08JA02C	
CODE 1JGQ2				FACILITY CODE		10B. DATED (SEE ITEM 13) 01/03/2008	

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)

SEE SCHEDULE

Net decrease: **-\$17,924.00**

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER: Specify type of modification and authority) 1852.232-77 Limitation of Funds (Fixed Price Contract) (MARCH 1989) 52.232-22 Limitation of Funds (Cost Reimbursable) (APR 1984)

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


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

The purpose of this modification:

- Deobligate Funds from Annex 4 Estimated Cost in the amount of (b)(4)
- Deobligate Funds from Annex 5 Firm Fixed Price in the amount of -\$2,924.00.

See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Dominic J. Golemi, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED Digitally signed by Dominic Golemi Date: 2015.07.30 15:49:38 -05'00'

3. *Clause B.6 – CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK-ORDERS (ANNEX 4) is hereby modified and replaced by the attached.*
4. *Clause B.7 – CUMULATIVE VALUE AND FUNDING FOR FIRM FIXED-PRICE DELIVERY ORDERS (ANNEX 5) is hereby modified and replaced by the attached.*

1. Contract Annex 4 funding is decreased from \$53,391,353.61 by -\$15,000.00 to \$53,376,353.61.

<u>Contract Annex 4 Funding Recapitulation</u>	<u>Estimated Cost</u>	<u>Award Fee</u>	<u>Fixed Fee</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:				\$53,391,353.61
Incrementally Fund : De Obligated this Action:	(b)(4)			(\$15,000.00)
				\$0.00
				\$0.00
				\$0.00
Revised Cumulative Obligations:				\$53,376,353.61

2. Contract Annex 5 funding is decreased from \$118,387,397.46 by -\$2,924.00 to \$118,384,473.46.

<u>Contract Annex 5 Funding Recapitulation</u>	<u>Total Cumulative Funding</u>
Prior Cumulative Obligations:	\$118,387,397.46
Incrementally Fund: De Obligate this Action:	(\$2,924.00)
Revised Cumulative Obligations:	\$118,384,473.46

B.6 CUMULATIVE VALUE AND FUNDING FOR COST-REIMBURSABLE TASK ORDERS (ANNEX 4)

This clause identifies the estimated cost/award-fee as well as funding for task orders issued under Annex 4. Paragraph (a) will be updated on a periodic basis to reflect the value of issued task orders. Paragraph (b) represents the funding level and will be updated on a periodic basis to increase the funding level. The ID/IQ value identified on each task order represents the amount subject to the Limitation of Funds clause.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised options YEAR 3 and YEAR 4 and Year 5 and Year 6 and Year 7 and Year 8.

(a) The estimated cost of Annex 4 is (b)(4). The maximum available award fee is (b)(4). The fixed-fee is (b)(4). The total estimated cost, maximum award fee, and fixed-fee are **\$53,376,353.61**.

This allotment covers Task Orders 1 through 15IA2-2, from **March 1, 2008** through **February 28, 2016**.

(b) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of award fee.

(c) An additional amount (b)(4) is obligated under this contract for payment of fixed fee. The total estimated cost, maximum award fee, and fixed-fee are **\$53,376,353.61**.

The following paragraphs (d) and (e) are applicable to IDIQ related to "STIMULUS" – American Recovery and Reinvestment Act 2009":

(b) "STIMULUS" – American Recovery Act and Reinvestment Act: The estimated cost of IDIQ is (b)(4). The maximum available fixed fee is (b)(4). The total estimated cost, maximum award fee is **\$162,227.37**.

This allotment covers Task Orders 74-Recovery Act, is for period September 14, 2009 through October 31, 2012.

(c) "STIMULUS" – American Recovery Act and Reinvestment Act: For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government for Task Orders 74-Recovery Act, 74-1-Recovery Act, 74-2-Recovery Act is (b)(4). An additional amount of (b)(4) is obligated under this contract for payment of fixed fee.

(End of Clause)

B.7 CUMULATIVE VALUE AND FUNDING FOR FIRM-FIXED-PRICE DELIVERY ORDERS (ANNEX 5)

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued delivery orders along with the funding level. This clause will be updated on a periodic basis to reflect the value of issued delivery orders.

I. BASE PERIOD FOR CONTRACT YEAR 1 AND 2 Including Exercised Options YEAR 3 AND 4 AND 5 AND 6 AND 7

The total firm-fixed-price of Delivery Orders 1 through 2146-3 is **\$118,384,473.46**.

This allotment covers Delivery Orders 1 through 2146-3 from **March 1, 2008** through **February 28, 2016**.

The following paragraphs (a) and (b) are applicable to IDIQ related to "STIMULUS" - American Recovery and Reinvestment Act of 2009":

(a) "STIMULUS" – American Recovery and Reinvestment Act: (1) the firm fixed price of IDIQ is **\$12,521,713.69**.

"STIMULUS" – American Recovery and Reinvestment Act: The total allotted amount by the Government for Delivery Orders 928-Recovery Act through 934-Recovery Act, 994-Recovery Act, 995-Recovery Act, 1011-Recovery Act, 1167-Recovery Act, 1168-Recovery Act, 1011-1-Recovery Act, 1201-Recovery Act, 1236-Recovery Act, 1011-2-Recovery Act, 1011-3-Recovery Act, 1011-4-Recovery Act, 1011-5-Recovery Act, 1011-7-Recovery Act, 1011-8-Recovery Act, 1011-9-Recovery Act, 1011-10-Recovery Act, 1011-11-Recovery Act, 1011-12-Recovery Act, 1011-13-Recovery Act, 1011-14-Recovery Act, 1397-Recovery Act, 1398-Recovery Act, 995-1-Recovery Act, 995-2-Recovery Act, 1011-15-Recovery Act, 1498-Recovery Act, 1499-Recovery Act, 1519-Recovery Act, 1011-16-Recovery Act, 1011-17-Recovery Act, 1011-18-Recovery Act, 1168-2-Recovery Act, 1011-19-Recovery Act, 1011-20-Recovery Act, 1498-1-Recovery Act, is for the period July 14 2009 through September 30, 2010 and is for a firm fixed price of **\$12,521,713.69**.

(End of Clause)