

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code **12** Page **1** Pages **2**

2. AMENDMENT/MODIFICATION NO. **18** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **N/A** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **PS52/MMC** 7. ADMINISTERED BY (If other than Item 6) CODE **PS52/MMC**
 Procurement Office
 George C. Marshall Space Flight Center
 National Aeronautics and Space Administration
 Marshall Space Flight Center, AL 35812
 Lynn P. Southgate
 Ph.: 256-544-0303
 Fax: 256-544-2013
 Email: Lynn.P.Southgate@nasa.gov
 AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) **(x)** 9A. AMENDMENT OF SOLICITATION NO.
 Hernandez Engineering, Inc.
 17625 El Camino Real, Suite 300
 Houston, TX 77058
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. **X**
NNM07AA74C
 10B. DATED (SEE ITEM 13)
01/12/07
 CODE **SAP ID# 100289** FACILITY CODE **CAGE 2Y303**

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

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

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 ; November 28,2007 email from MSFC Contracting Officer; Mutual Agreement
 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.)

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			Total Funding Allotted
	Total Potential Estimated	Total Potential	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	
	Cost	Award Fee		Cost	Award Fee	Values	
Previous	(b)(4)		\$66,943,044	(b)(4)			\$32,659,463
This Mod			\$0				\$0
New Total			\$66,943,044				\$32,659,463

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

15A. NAME AND TITLE OF SIGNER (Type or print) **Randall S. Reed
Program Manager** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **Lynn P. Southgate
Contracting Officer**
 15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY **RANDALL S. REED** 15C. DATE SIGNED **07/09/2008** 16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY **LYNN P. SOUTHGATE** 16C. DATE SIGNED **07/28/2008**
 (Signature of person authorized to sign) (Signature of Contracting Officer)

The purpose of this no-cost modification is to incorporate MSFC 52.223-93, Advanced Notification of Contractor Employee Discipline or Involuntary Termination (Feb 2008) into the contract.

This modification also corrects the Estimated Cost value incorporated into Table B-2 Summation of Task Orders by Modification 16. This correction results from the application of the credit received on Voucher No. 000046 to the cost of Base Year 1.

As a result, the following changes are made:

- A. The cost of Base Year 1, Fee Period 2 is hereby reduced from (b)(4) to (b)(4), with an associated reduction in the total cost of Base Year 1 from (b)(4) to (b)(4), and an associated change in the Total Task Order Value of Base year 1 from (b)(4)
- B. MSFC 52.223-93, Advanced Notification of Contractor Employee Discipline or Involuntary Termination (Feb 2008) is hereby incorporated into Section H of the contract as Clause H.19.
- C. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific areas(s) of change, vertical lines are shown in the right margin of the attached replacement page(s).

<u>Item(s) Changed</u>	<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
Table B-2: Summary of Task Orders	B-4 (Mod 16)	B-4 (Mod 18)
H.19 MSFC 52.223-93 Advanced Notification of Contractor Employee Discipline or Involuntary Termination	H-22 (Basic Award)	H-22 (Mod 18)

- C. All other terms and conditions remain unchanged in full force and effect.

NNM06AA74C Table B-2: Summation of Task Orders

** Contract Period Covered	*** Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods; *** = Includes cost associated with PWS 2.0..

- (a) Award Term Administration: During award term decision years (CYs 3, 6, and 8), the award term evaluation will be completed on an annual basis. The annual evaluation will consist of two successive 6-month "interim" evaluations that will be combined (averaged) to obtain the "final" annual adjective rating. The first two (2) years of the contract will be evaluated on a "shadow" basis where the performance results will not be used in making an award term decision. Award term decisions that affect the period of performance beyond the basic contract will commence in the third contract year and will conclude at the end of contract year eight, if all award term periods have been awarded.
- (b) Award Term Decisions: For the evaluation periods at the conclusion of contract years 3, 6 and 8, the final annual adjectival rating must be an "Excellent" for the Contractor to receive additional contract term. For the evaluation periods at the end years 4, 5, and 7, annual adjective rating must also be an "Excellent" for the Contractor to maintain all previously earned contract term.
- (c) Cancellation: The Government may cancel any unearned award term periods by providing written notice to the contractor not less than 60 days before the start of an annual contract year, this cancellation will not entitle the Contractor to any termination settlement or any other compensation.
- (d) Re-competition Decision: If the average Award Term rating during any yearly evaluation period is determined to be "very good" (an average numerical score of 90, or below), the contract goes into a re-competition mode per the AF/AT PEP. This clause does not apply to the shadow year period(s) (year one (1) and year two (2)).
- (e) Award Term Extension. If the annual award term evaluations result in an increase or decrease to the period of performance, a unilateral modification will be executed by the Government to reflect the increase or decrease in total contract value. Any increase or decrease to the contract value will be in accordance with the priced periods stated in Section B. In no event will the contract be extended beyond the 10-year period of performance via the award term process.

(End of Clause)

H.19

**MSFC 52.223-93 ADVANCED NOTIFICATION OF CONTRACTOR
EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (FEB 2008)**

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of clause)

[END OF SECTION]

NNM06AA74C Table B-2: Summation of Task Orders

** Contract Period Covered	*** Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods; *** = Includes cost associated with PWS 2.0..