

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code **12** Page **1** Pages **3**

2. AMENDMENT/MODIFICATION NO. **19** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **See Page 2** 5. PROJECT NO. (If applicable)

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  
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 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)  
 See Page 2

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

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

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

	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				\$2,498,678
New Total			\$66,943,044				\$35,158,141

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY LYNN P. SOUTHGATE 16C. DATE SIGNED 7-29-2008  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

REQUISITION/PURCHASE REQ. NO./ACCOUNTING AND APPROPRIATION DATA

4200260181:  
62QD10/6100.2511/62/FC000000/136905.03.01.08.01/000/2510/62/ESAX22008D/234A/1/2  
62QD10/6100.2511/62/FC000000/325288.01.08/000/2510/62/ESAX22008D/CMO/2/3  
62QD10/6100.2511/62/FC000000/136905.03.01.08.01/000/2510/62/ESAX22008D/234A/1/43  
4200259812:  
64PA00/6100.2511/64/FC000000/417230.03.01/000/2510/64/EXCX22008D/538A/1/2  
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22008D/734A/2/3  
4200262094:  
62QD30/6100.2511/62/FC000000/197009.10.02.01.04/000/2510/62/EXCX22008D/538A/1/2  
TOTAL

(b)(4)

The purpose of this no-cost modification is to revise the frequency of the remaining award fee evaluations from every 6 months to every 12 months. This modification also provides incremental funding in the amount of \$2,498,678, pursuant to the limitation of funds clause. Funds in the amount of \$2,498,678 will fund performance through December 19, 2008, as reflected in the contractor's electronic message dated July 18, 2008.

As a result, the following changes are made:

- A. **NNM06AA74C Table B-2: Summation of Task Orders** is hereby deleted in its entirety and replaced by the attached Table B-2.
- B. Clause B.3 Award Fee and Award Term Fee for Service Contracts, paragraph 1(b), is hereby deleted in its entirety and the following substituted therefor:

- (b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months, unless the frequency is changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

C. Clause B.6, entitled: "Contract Funding" is modified as follows:

- Subparagraph (a) is modified as follows:
  - Increase the funding amount allotted for cost from (b)(4) to (b)(4)
- Subparagraph (b) is modified as follows:
  - The additional amount obligated under this contract for fee is revised from (b)(4) by (b)(4)

- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for “Estimated Cost” from \$(b)(4) by (b)(4)
  - Increase the funding amount allotted for “Provisional Award Fee” from (b)(4) by (b)(4)
  - Increase the “Total Sum Allotted” from \$32,659,463 by \$2,498,678 to \$35,158,141.

D 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 19)
B.3 Award Fee and Award Term Fee for Service Contracts	B-5 (Basic Award)	B-5 (Mod 19)
B.6 Contract Funding	B-7 (Mod 17)	B-7 (Mod 19)

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

## NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* <u>Total Cost</u>	<u>Maximum Potential Award Fee</u>	<u>Total Award Fee Earned</u>	<u>Maximum Award Term Fee</u>	<u>Total Award Term Fee Earned</u>	<u>Total Task Order Value</u>
<b>Base Year 1</b>						
Fee Period 1	(b)(4)					
Fee Period 2						
<b>TOTAL</b>						
<b>Base Year 2</b>						
Fee Period 3						
<b>Option 1</b>						
Fee Period 4						
<b>Option 2</b>						
Fee Period 5						
<b>Option 3</b>						
Fee Period 6						
<b>Award Term Period 1</b>						
Fee Period 7						
<b>Award Term Period 2</b>						
Fee Period 8						
<b>Award Term Period 3</b>						
Fee Period 9						
<b>Award Term Period 4</b>						
Fee Period 10						
<b>Award Term Period 5</b>						
Fee Period 11						
<b>TOTALS</b>						

\* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

## CONTRACT NNM07AA74C

### **B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS**

#### **1) (AWARD FEE)**

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.
- (b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months, unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- (c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33\_or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.
- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.
- (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.
- (f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.
  - (2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

**B.5 Reserved**

**B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: February 1, 2007 through December 19, 2008.

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

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Award Term Fee	(b)(4)		
Award Fee Earned	(b)(4)		
Total Sum Allotted:	\$ 32,659,463	\$ 2,498,678	\$ 35,158,141

(End of Clause)

**B.7 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)**

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Contract Periods</u>
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

## 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
<b>Base Year 1</b>	(b)(4)					
Fee Period 1						
Fee Period 2						
<b>TOTAL</b>						
<b>Base Year 2</b>						
Fee Period 3						
Fee Period 4						
<b>Option 1</b>						
Fee Period 5						
Fee Period 6						
<b>Option 2</b>						
Fee Period 7						
Fee Period 8						
<b>Option 3</b>						
Fee Period 9						
Fee Period 10						
<b>Award Term Period 1</b>						
Fee Period 11						
Fee Period 12						
<b>Award Term Period 2</b>						
Fee Period 13						
Fee Period 14						
<b>Award Term Period 3</b>						
Fee Period 15						
Fee Period 16						
<b>Award Term Period 4</b>						
Fee Period 17						
Fee Period 18						
<b>Award Term Period 5</b>						
Fee Period 19						
Fee Period 20						
<b>TOTALS</b>						

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