

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 4
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE March 24, 2000	4. REQUISITION/PURCHASE REQ. NO. See page 3	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Operations Office Greenbelt Road Greenbelt, MD 20771	CODE 210.H	7. ADMINISTERED BY (if other than Item 6) CODE Attn: Jim Becker Email: James.L.Becker.1@gsfc.nasa.gov Phone: (301) 286-3936	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017		10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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 page 3

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of both parties, FAR 27.303, NFS 1827.303-70, and clause 52.232-22
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

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

See continuation on page 2.

NOTE TO ACCOUNTING: FUNDING DATA ON PAGE 3

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) RICHARD E. SCHWINGER BUSINESS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James L. Becker	
15B. CONTRACTOR/OFFEROR Richard E. Schwinger (Signature of person authorized to sign)	15C. DATE SIGNED 3/23/00	16B. UNITED STATES OF AMERICA BY James L. Becker (Signature of Contracting Officer)	16C. DATE SIGNED 3-23-00

This modification revises attachment E under section J to include subcontractor loaded rates, provides additional funding, and adds clause 1852.227-72 to section G and clause 52.227-11 to section I (by reference) at no increase to the estimated cost of this contract.

Accordingly,

A. Revise Attachment E of Section J of this contract to add the following:

Indyne Loaded Rates (fee excluded)					
Labor Category	Basic Rate/h r	Year 2 Rate/h r	Year 3 Rate/h r	Year 4 Rate/h r	Year 5 Rate/h r
Code Manager					
Chief Scientist					
Senior Scientist					
Solicitation Support Specialist					
Logistics Specialist					
IT Specialist					
Technical Editor					
Clerical Specialist					

SAIC Loaded Rates (fee excluded)					
Labor Category	Basic Rate/h r	Year 2 Rate/h r	Year 3 Rate/h r	Year 4 Rate/h r	Year 5 Rate/h r
Code Manager					
Chief Scientist					
Senior Scientist					
Solicitation Support Specialist I					
Solicitation Support Specialist II					
Logistics Specialist					
IT Specialist					
Technical Editor					
Clerical Specialist					

B. Add the following clause to the list of clauses included by reference in Section I of this contract:

52.227-11 Patent Rights--Retention by the Contractor (Short Form) (JUN 1997) as modified by NASA FAR Supplement clause 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)

C. Add the following clause to Section G of this contract:

"G.9 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	Code 750.1 (GSFC)	Greenbelt Road, Greenbelt Maryland 21045
Patent Representative	Code 750.2 (GSFC)	Greenbelt Road, Greenbelt Maryland 21045

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)"

D. Contract change pages are included in enclosure 1 of this modification.

E. Add the following accounting and appropriation data to this contract:

10-03541(1C) 29 800/10110 2511 101-58-00 UPA00 10-01-09 \$ 300,000
10-03399(1C) 29 800/10110 2512 409-20-05 YAA00 30-11-00 \$1,000,000
10-03396(1C) 29 809/00110 2512 405-20-03 SPA00 30-11-00 \$3,000,000

F. Revise clause B.6 CONTRACT FUNDING to read as follows:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,305,000.

(b) An additional amount of \$0 is obligated under this contract for payment of fee.

(end of clause)

(end of clause)

Contract NASW-00017
Modification 1
Page 4 of 4

CONTRACTOR'S STATEMENT OF RELEASE

The Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to the modifications agreed to herein.

**CONTRACT NASW-00017
MODIFICATION 1
ENCLOSURE 1**

INDEX OF CLAUSES FOR NASW-0017

- G.9 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

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- I.12 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)
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SECTION J

- J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

SUPPLIES OR SERVICES AND PRICES/COST

sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

B.5 ESTIMATED COST AND AWARD FEE

Task Orders issued under this contract, in accordance with clause H.4, will be issued on a Cost-Plus-Award Fee (CPAF) basis.

CPAF task orders issued under this contract will model the following format to establish the estimated cost and award fee for each task order:

Task Order Estimated Cost:	\$TBD
Task Order Award Fee:	\$TBD
Total Task Order Cost-Plus-Award Fee:	\$TBD

Note: The Task Order Award Fee amount identified above is the maximum available award fee available for that task order, and shall not exceed the maximum fee percentage identified in attachment E of this contract. NASA will determine the total amount of award fee available for each semi-annual award fee period based on the task orders issued and the projected work to be completed during each award fee period. The total amount of award fee available for each period shall be as stated in the Schedule of Total Award Fee Available in the Performance Evaluation Plan.

(End of text)

SUPPLIES OR SERVICES AND PRICES/COST

B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,305,000.

(b) An additional amount of \$ 0 is obligated under this contract for payment of fee.

(End of clause)

B.7 MINIMUM/MAXIMUM CONTRACT VALUE.

(a) The guaranteed minimum dollar value of services purchased under this contract through the issuance of task orders is \$5,000,000.

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

(c) The Government is in no way obligated to order any additional services beyond the minimum amount specified in paragraph (a) above.

(End of Text)

B.8 EFFECTIVE PERIOD OF CONTRACT

The effective period of this contract begins on the effective date of this contract and ends five years later.

(End of Text)



CONTRACT ADMINISTRATION DATA

G.9 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE
AND PATENT REPRESENTATIVE (52.227-72) (JULY 1997)

- (a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	Code 750.1 (GSFC)	Greenbelt Road, Greenbelt, Maryland 21045
Patent Representative	Code 750.2 (GSFC)	Greenbelt Road, Greenbelt, Maryland 21045

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

H.1 HANDLING OF DATA

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control. For the purposes of this contract, all data collected by, given to or generated by the Contractor for the consolidated peer review database/system is considered "Government data."

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause

SECTION H OF NASW-00017

SPECIAL CONTRACT REQUIREMENTS

unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

(2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

(3) Is rightfully received by the Contractor from a third party without restriction;

(4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of text)

H.2 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)

(End of By Reference Section)

H.3 LIMITATION OF FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5-Organizational Conflicts of Interest.

SPECIAL CONTRACT REQUIREMENTS

(b) The nature of this conflict is: A company (prime or subcontractor at any tier) is involved in certain functions of the NASA peer review process of a proposal submitted by that same company. These functions include, but are not limited to, development of acquisition plans, specifications, statements of work, purchase descriptions/requests, and solicitations or contractual provisions, evaluations or selection of contractors, or negotiations of and award of contracts or contract modifications.

The appearance of, or potential for, a conflict of interest exists at two levels:

First, for the prime contractor where an employee of the prime contractor or any subcontractor performs one or more of those functions under this contract for a specific peer review when the prime contractor, or any subcontractor, is identified as an Investigation Team Member in one or more of the proposals in competition for which that peer review is being conducted.

Second, for any subcontractor where that subcontractor performs one or more of those functions under this contract for a specific peer review when that subcontractor is identified as an Investigation Team Member in one or more of the proposals in competition for which that peer review is being conducted.

In those situations where the appearance of, or potential for, a conflict of interest may exist, the contractor shall take steps to either avoid or mitigate the conflict in accordance with attachment F Conflict of Interest Avoidance Plan of clause J.1 of this contract.

(c) The restrictions upon future contracting are as follows:

(1) In those situations where the appearance of, or potential for, a conflict of interest may exist, the contractor shall take steps to either avoid or mitigate the conflict in accordance with attachment F Conflict of Interest Avoidance Plan of clause J.1 of this contract.

SPECIAL CONTRACT REQUIREMENTS

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not use them to compete with those other companies.

(End of clause)

H.4 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)

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

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

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

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

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

(c) Within 5 business days (within 24 hours for emergency tasks) after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 business day after receipt of the task order.

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

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

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

(End of clause)

H.5 TASK ORDER PRICING

The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this clause, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(End of Text)

SECTION I OF NASW-00017

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

- (52.202-1) DEFINITIONS (OCT 1995)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- (52.204-4) PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (APR 1998)
- (52.219-6) NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
- (52.222-3) CONVICT LABOR (AUG 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (FEB 1999)
- (52.222-35) AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

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CONTRACT CLAUSES

- (52.222-37) EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- (52.224-1) PRIVACY ACT NOTIFICATION (APR 1984)
- (52.224-2) PRIVACY ACT (APR 1984)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) AS MODIFIED BY NASA FAR SUPPLEMENT CLAUSE 1852.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)
- (52.227-14) RIGHTS IN DATA--GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984) as modified by NASA FAR Supplement 1832.705-2
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [para (b)(1) fill-in (hereafter: "designated office"--Headquarters Accounting Division, Mail Code 155, Goddard Space Flight Center) no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (DEC 1998)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.239-1) PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

SECTION I OF NASW-00017

CONTRACT CLAUSES

(DEVIATION) (JULY 1995)--(g) (5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g) (5) is unchanged.

- (52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES FOR AUDIT (JUN 1997)
- (52.248-1) VALUE ENGINEERING (MAR 1989)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (1852.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is Thomas S. Luedtke at (202) 358-2090
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I.2 ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for five years from the effective date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

SECTION I OF NASW-00017

CONTRACT CLAUSES

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.3 ORDER LIMITATIONS (52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$10,000,000;

(2) Any order for a combination of items in excess of \$10,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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I.4 SPECIAL 8(a) CONTRACT CONDITIONS (52.219-11) (FEB 1990) (DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Washington District Office
1110 Vermont Avenue NW, 9th Floor
Washington, DC 20043-4500

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

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CONTRACT CLAUSES

I.5 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees for the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

I.6 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (52.219-18) (JUNE 1999) (DEVIATION)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

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(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) Agreement. (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic concern. This paragraph does not apply in connection with construction or service contracts.

(2) GST will notify the Goddard Space Flight Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to another party.

(End of clause)

I.7 RESERVED.

I.8 RESERVED.

I.9 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

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(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(52.244-6) (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996):

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.11 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

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available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.13 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

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(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.14 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

I.15 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of

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section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

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(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.16 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

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(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

SECTION J OF NASW-00017

LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	Consolidated Peer Review Services Statement of Work	2-14-00	16
B	Reserved.		
C	Reserved.		
D	List of Government-Furnished Property	2-14-00	1
E	Direct Labor Rates, Indirect Cost Rates, and Maximum Award Fee Percentage	Updated 3-20-00	3
F	Conflict of Interest Avoidance Plan	2-14-00	5

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 10-03557	PAGE OF 1 1
2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE April 19, 2000	4. REQUISITION/PURCHASE REQ. NO. 10-03557	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Operations Office Greenbelt Road Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Attn: Jim Becker Email: James.L.Becker.1@gsfc.nasa.gov Phone: (301) 286-3936	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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)
10-03557A(1C) 29 809/00110 2512 332-18 FEA00 30-11-00 \$150,000

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

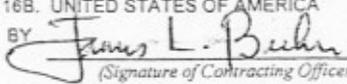
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET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

E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

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

This modification provides additional funding. Accordingly, revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of cost from \$4,305,000 by \$46,000 to \$4,351,000. Revise paragraph (b) of this clause to increase the funds available for payment of fee from \$0 by \$104,000 to \$104,000. Contract change pages are included at enclosure 1 of this modification. All other terms and conditions remain unchanged.

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) James L. Becker
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 4-19-00

**CONTRACT NASW-00017
MODIFICATION 2
ENCLOSURE 1**

SUPPLIES OR SERVICES AND PRICES/COST

B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,351,000.

(b) An additional amount of \$104,000 is obligated under this contract for payment of fee.

(End of clause)

B.7 MINIMUM/MAXIMUM CONTRACT VALUE

(a) The guaranteed minimum dollar value of services purchased under this contract through the issuance of task orders is \$5,000,000.

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

(c) The Government is in no way obligated to order any additional services beyond the minimum amount specified in paragraph (a) above.

(End of Text)

B.8 EFFECTIVE PERIOD OF CONTRACT

The effective period of this contract begins on the effective date of this contract and ends five years later.

(End of Text)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 1
2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE April 21, 2000	4. REQUISITION/PURCHASE REQ. NO. 10-03655	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Operations Office Greenbelt Road Greenbelt, MD 20771	CODE 210.H	7. ADMINISTERED BY (If other than Item 6) Attn: Jim Becker Email: James.L.Becker.1@gsfc.nasa.gov Phone: (301) 286-3936	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 Global Science & Technology
 6411 Ivy Lane
 Suite 300
 Greenbelt, MD 20770

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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)
 10-03655A(1C) 29 800/10110 2529 334-20 EAA00 30-02-04 \$500,000

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE 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:
XX	d. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

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

This modification provides additional funding. Accordingly, revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of cost from \$4,351,000 by \$500,000 to \$4,851,000. The funds available for payment of fee remain unchanged. Contract change pages are included at enclosure 1 of this modification. All other terms and conditions remain unchanged.

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) James L. Becker	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>James L. Becker</u> (Signature of Contracting Officer)	16C. DATE SIGNED 04-21-00

**CONTRACT NASW-00017
MODIFICATION 3
ENCLOSURE 1**

SECTION B OF NASW-00017

SUPPLIES OR SERVICES AND PRICES/COST

B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,851,000.

(b) An additional amount of \$104,000 is obligated under this contract for payment of fee.

(End of clause)

B.7 MINIMUM/MAXIMUM CONTRACT VALUE

(a) The guaranteed minimum dollar value of services purchased under this contract through the issuance of task orders is \$5,000,000.

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

(c) The Government is in no way obligated to order any additional services beyond the minimum amount specified in paragraph (a) above.

(End of Text)

B.8 EFFECTIVE PERIOD OF CONTRACT

The effective period of this contract begins on the effective date of this contract and ends five years later.

(End of Text)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 1
2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE July 19, 2000	4. REQUISITION/PURCHASE REQ. NO. 10-04073	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA/Goddard Space Flight Center Headquarters Operations Office Greenbelt Road Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) CODE Attn: Jim Becker Email: James.L.Becker.1@gsfc.nasa.gov Phone: (301) 286-3936	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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 6 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)
10-04073A(1C) 29 800/10110 2512 409-20-05 YAA00 30-11-00 \$290,193

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

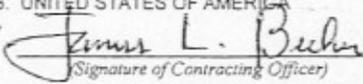
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET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

E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

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

This modification provides additional funding. Accordingly, revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of cost from \$4,851,000 by \$58,681 to \$4,909,681. Revise paragraph (b) to increase the funds available for payment of fee from \$104,000 by \$231,512 to \$335,512. Contract change pages are included at enclosure 1 of this modification. All other terms and conditions remain unchanged.

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) James L. Becker
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 30-105
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 7-19-00

**CONTRACT NASW-00017
MODIFICATION 4
ENCLOSURE 1**

SECTION B OF NASW-00017

SUPPLIES OR SERVICES AND PRICES/COST

B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,909,681.

(b) An additional amount of \$335,512 is obligated under this contract for payment of fee.

(End of clause)

B.7 MINIMUM/MAXIMUM CONTRACT VALUE

(a) The guaranteed minimum dollar value of services purchased under this contract through the issuance of task orders is \$5,000,000.

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

(c) The Government is in no way obligated to order any additional services beyond the minimum amount specified in paragraph (a) above.

(End of Text)

B.8 EFFECTIVE PERIOD OF CONTRACT

The effective period of this contract begins on the effective date of this contract and ends five years later.

(End of Text)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 1
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE August 8, 2000	4. REQUISITION/PURCHASE REQ. NO. 10-04124	5. PROJECT NO. (If applicable)
6. ISSUED-BY NASA/Goddard Space Flight Center Headquarters Operations Office Greenbelt Road Greenbelt, MD 20771	CODE 210.H	7. ADMINISTERED BY (If other than Item 6) CODE Attn: Jim Becker Email: James.L.Becker.1@gsfc.nasa.gov Phone: (301) 286-3936	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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 page 2

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

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

See page 2

NOTE TO ACCOUNTING: APPROPRIATION DATA 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) James, L. Becker	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>James L. Becker</u> (Signature of Contracting Officer)	16C. DATE SIGNED 8-9-00

This modification provides additional funding.

Accordingly,

1. Revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of cost from \$4,909,681 by \$1,936,000 to \$6,845,681. Funds available for payment of fee remain unchanged.
2. Add the following accounting and appropriation data to this contract:

10-04124A(1C)	29	809/00110	2529	334-10	EAA	30-02-04	\$	25,000
10-04124B(1C)	29	809/00110	2529	334-20	EAA	30-02-04	\$	25,000
10-04124C(1C)	29	800/10110	2529	334-10	EAA	30-02-04	\$	288,000
10-04124D(1C)	29	800/10110	2529	334-20	EAA	30-02-04	\$	288,000
10-04183A(1C)	29	800/10110	2511	121-50-80	UPA00	10-01-09	\$	1,010,000
10-04282A(1C)	29	800/10110	2511	332-18	FEA00	30-11-00	\$	300,000

2. Contract change pages are included at enclosure 1 of this modification. All other terms and conditions remain unchanged.

(End of Modification 5)

**CONTRACT NASW-00017
MODIFICATION 5
ENCLOSURE 1**

SECTION B OF NASW-00017

SUPPLIES OR SERVICES AND PRICES/COST

B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6,845,681.

(b) An additional amount of \$335,512 is obligated under this contract for payment of fee.

(End of clause)

B.7 MINIMUM/MAXIMUM CONTRACT VALUE

(a) The guaranteed minimum dollar value of services purchased under this contract through the issuance of task orders is \$5,000,000.

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

(c) The Government is in no way obligated to order any additional services beyond the minimum amount specified in paragraph (a) above.

(End of Text)

B.8 EFFECTIVE PERIOD OF CONTRACT

The effective period of this contract begins on the effective date of this contract and ends five years later.

(End of Text)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 2
2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE October 15, 2000	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Operations Office Greenbelt Road Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6) Attn: Jim Becker Email: James.L.Becker.1@gsfc.nasa.gov Phone: (301) 286-3936	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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 page 2

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
XX	d. OTHER (Specify type of modification and authority) Unilateral; 1852.216-76 Award Fee for Service Contracts

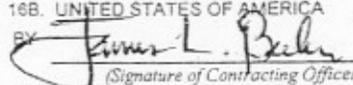
E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

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

See page 2

Note to Accounting: Award fee payment amount provided on page 2 of this modification.

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) James L. Becker	
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 10-15-00

This modification recognizes award fee earned for period 1 under this contract.

Accordingly,

In accordance with clause G.3 AWARD FEE FOR SERVICE CONTRACTS, the Government has determined that the Contractor has earned award fee in the amount of \$136,432 for the 1st period. This represents a score of approximately 74% of the total award fee available for the period.

	<u>Current Period</u>			<u>Cumulative</u>		
	<u>Award Fee Available</u>	<u>Award Fee Earned</u>	<u>Award fee Lost</u>	<u>Award Fee Available</u>	<u>Award Fee Earned</u>	<u>Award fee Lost</u>
Period 1	\$184,617	\$136,432	\$48,185	\$184,617	\$136,432	\$48,185
Total	\$184,617	\$136,432	\$48,185	\$184,617	\$136,432	\$48,185

The total cumulative award fee earned under the contract through award fee period 1 which ended August 31, 2000 is increased from \$0 by \$136,432 to \$136,432.

The Contractor has been paid provisional award fee totalling \$22,508 through invoice #GST-2000-64. The Contractor shall be paid the remaining award fee as follows:

Award Fee Earned	\$136,432
Less: Provisional	<u>- 22,508</u>
	\$113,924

Award fee in the total amount of \$113,924 for period shall be paid to the contractor upon execution of this modification by the Contracting Officer.

All other terms and conditions remain unchanged.

(End of Modification 6)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 2
2. AMENDMENT/MODIFICATION NO. 7	3. EFFECTIVE DATE October 23, 2000	4. REQUISITION/PURCHASE REQ. NO. 10-04541	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Operations Office Greenbelt Road Greenbelt, MD 20771	CODE 210.H	7. ADMINISTERED BY (If other than Item 6) Attn: Jim Becker Email: James.L.Becker.1@gsfc.nasa.gov Phone: (301) 286-3936	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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 page 2

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

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

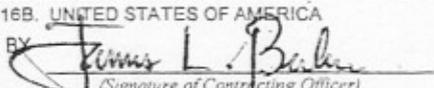
E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

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

See page 2

NOTE TO ACCOUNTING: APPROPRIATION DATA 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) James L. Becker	
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 10-23-00

This modification provides additional funding.

Accordingly,

1. Revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of cost from \$6,845,681 by \$585,461 to \$7,431,142. Funds available for payment of fee remain unchanged.

2. Add the following accounting and appropriation data to this contract:

10-04541A(1C)	29	800/10110	2511	101-58-00	UPA00	10-01-09	\$ 469,379
10-04541B(1C)	29	800/10110	2511	121-50-80	UPA00	10-01-09	\$ 116,082

2. Contract change pages are included at enclosure 1 of this modification. All other terms and conditions remain unchanged.

(End of Modification 7)

**CONTRACT NASW-00017
MODIFICATION 7
ENCLOSURE 1**

SUPPLIES OR SERVICES AND PRICES/COST

B.6 CONTRACT FUNDING (18-52.232-81) (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 \$7,431,142.

(b) An additional amount of \$335,512 is obligated under this contract for payment of fee.

(End of clause)

B.7 MINIMUM/MAXIMUM CONTRACT VALUE

(a) The guaranteed minimum dollar value of services purchased under this contract through the issuance of task orders is \$5,000,000.

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

(c) The Government is in no way obligated to order any additional services beyond the minimum amount specified in paragraph (a) above.

(End of Text)

B.8 EFFECTIVE PERIOD OF CONTRACT

The effective period of this contract begins on the effective date of this contract and ends five years later.

(End of Text)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 3
2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE 22 November 2000	4. REQUISITION/PURCHASE REQ. NO. 10-04629	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Procurement Office Bldg. 17, Room S110 Greenbelt, MD 20771-0001	CODE 210.H	7. ADMINISTERED BY (if other than Item 6) CODE Attn: Mindy Goeres Email: mgoeres@pop200.gsfc.nasa.gov Phone: (301) 286-3936	

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

Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE (X)	ONWP5	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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 page 2

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 issuing 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) 52.232-22 Limitation of Funds, B.7, and mutual agreement of the parties

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.)

See following pages

NOTE TO ACCOUNTING: ACCOUNTING AND APPROPRIATION DATA ARE 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) Richard E. Schwinger, Business Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mindy S. Goeres
15B. CONTRACTOR/OFFEROR <i>Richard E. Schwinger</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/21/00
16B. UNITED STATES OF AMERICA BY <i>Mindy S. Goeres</i> (Signature of Contracting Officer)	16C. DATE SIGNED 22 NOV 00

Contract NASW-00017
Modification 8
Page 2 of 3

This modification provides additional funding which is allocated to cost funding and available award fee and reallocates the maximum ordering authority to allow for ordering by Codes R & M.

Accordingly,

1. Add the following accounting and appropriation data to this contract:

10-04629 29 800/10110 2550 505-90-57 RMAOO 30-02-04 \$50,000.00
BNC: MSG

2. a) Revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of costs by \$46,364 as follows:

FROM:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$7,431,142."

TO:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$7,477,506."

- b) Revise paragraph (b) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of fee by \$3,636 as follows:

FROM:

"(b) An additional amount of \$335,512 is obligated under this contract for payment of fee."

TO:

"(b) An additional amount of \$339,148 is obligated under this contract for payment of fee."

3. Revise paragraph (b) of B.7 MINIMUM/MAXIMUM CONTRACT VALUE as follows:

FROM:

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	FE	\$ 8,522,000
3	EU	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 8,162,000

TO:

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	F	\$ 8,522,000
3	E	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 7,762,000
7	R	\$ 100,000
8	M	\$ 300,000
		\$145,000,000

4. All other terms and conditions of the contract are unchanged by this modification.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONT. ID CODE	PAGE OF 1 4
2. AMENDMENT/MODIFICATION NO. 9	3. EFFECTIVE DATE 20 Dec. 2000	4. REQUISITION/PURCHASE REQ. NO. See following page	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE 210.H NASA/Goddard Space Flight Center Headquarters Procurement Office Code 210.H Greenbelt, MD 20771-0001		7. ADMINISTERED BY (if other than Item 6) CODE Attn: Mindy Goeres Email: mgoeres1@mail.hq.nasa.gov Phone: 202-358-0934	

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

Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE ONWP5	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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 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)

(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) 52.232-22 Limitation of Funds, B.7, and mutual agreement of the parties.

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

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

See following pages

NOTE TO ACCOUNTING: ACCOUNTING AND APPROPRIATION DATA ARE ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard E. Schwinger, Business Manager	15B. CONTRACTOR OFFICER <i>Richard E. Schwinger</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/18/00	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mindy S. Goeres	15B. UNITED STATES OF AMERICA BY <i>Mindy S. Goeres</i> (Signature of Contracting Officer)	15C. DATE SIGNED 20 Dec. 2000
---	--	------------------------------	---	--	----------------------------------

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

50-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA

Contract NASW-00017
Modification 9
Page 2 of 4

This modification provides additional funding which is allocated to cost funding and available award fee, reallocates the maximum ordering authority, and adds a new clause, TASK ORDER FUNDING AND EXPENDITURE, as H.6.

Accordingly,

1. Add the following accounting and appropriation data to this contract:
 - a. 10-04694 54 800/10110 2550 953-20 MRA00 30-02-04 \$50,000.00
BNC: MSG
 - b. 10-04700 29 801/20110 2511 332-18 FEA00 30-11-00 \$300,000.00
BNC: MSG
 - c. 10-04702 29 800/10110 2512 409-20-05 YAA00 30-11-00 \$1,426,785.00
BNC: MSG
2. a) Revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of costs by \$ 1,645,171 as follows:

FROM:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$7,477,506"

TO:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$ 9,122,677"

-
- b) Revise paragraph (b) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of fee by \$ 131,614 as follows:

FROM:

"(b) An additional amount of \$339,148 is obligated under this contract for payment of fee."

TO:

"(b) An additional amount of \$ 470,762 is obligated under this contract for payment of fee."

Contract NASW-00017
 Modification 9
 Page 3 of 4

3. Revise paragraph (b) of B.7 MINIMUM/MAXIMUM CONTRACT VALUE as follows:

FROM:

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following items, which relate to NASA Headquarters organizations (codes). NASA may unilaterally adjust these maximums among any existing items, or establish new items, provided that the total contract maximum amount is not exceeded.

<u>Item</u>	<u>Code</u>	<u>Maximum Ordering Amount</u>
1	U	\$41,730,000
2	F	\$ 8,522,000
3	E	\$10,333,000
4	S	\$53,893,000
5	Y	\$22,360,000
6	C	\$ 7,762,000
7	R	\$ 100,000
8	M	\$ 300,000
		<u>\$145,000,000</u>

TO:

The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following Codes. NASA may unilaterally adjust these maximums among any existing Codes, or establish ordering authority for new Codes, provided that the total contract maximum amount is not exceeded.

<u>Code</u>	<u>Maximum Ordering Amount</u>
U	\$36,730,000
F	\$6,022,000
E	\$7,833,000
S	\$51,393,000
Y	\$19,860,000
C	\$22,662,000
R	\$100,000
M	\$400,000
Total	<u>\$145,000,000</u>

Contract NASW-00017
Modification 9
Page 4 of 4

4. Add the following text to the contract as clause H.6:

H.6 TASK ORDER FUNDING AND EXPENDITURE

For all Codes other than Code C, the NASA Codes using this contract may only issue task orders and charge against the funding provided by that Code for costs and fee incurred on this contract. Codes other than Code C may not use another Codes available funding. Code C tasks shall be funded by the NASA Codes, and any other offices, as applicable, using this contract, in accordance with the Memorandum Of Understanding required of all Codes using this contract. All NASA Codes using this contract may fund and place task orders up to the maximum ordering amount authorized in clause B.7 of this contract.

(End of text)

5. All other terms and conditions of the contract are unchanged by this modification.

(End of Modification 8)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 5
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 29 Dec. 2000	4. REQUISITION/PURCHASE REQ. NO. 10-04883	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Procurement Office Code 210.H Greenbelt, MD 20771-0001	CODE 210.H	7. ADMINISTERED BY (if other than Item 6) CODE Attn: Mindy Goeres Email: mgoeres1@mail.hq.nasa.gov Phone: 202-358-0934	

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

Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE (X)	ONWP5	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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. Offers must acknowledge receipt of this amendment prior to the hour 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 page 2

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds, B.7, and mutual agreement of the parties

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.)

See following pages

NOTE TO ACCOUNTING: ACCOUNTING AND APPROPRIATION DATA ARE 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) Richard E. Schwinger, Business Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mindy S. Goeres
15B. CONTRACTOR OFFICER <i>Richard E. Schwinger</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/29/00
16B. UNITED STATES OF AMERICA BY <i>Mindy S. Goeres</i> (Signature of Contracting Officer)	16C. DATE SIGNED 29 Dec. 2000

Contract NASW-00017
 Modification 10
 Page 2 of 5

This modification accomplishes the following:

- provides additional funding which is allocated to cost funding and available award fee,
- adds new clauses for IT Security and Safety and Health,
- increases the maximum value of the contract to accommodate those new clauses,
- adds a labor category for an IT Director to accommodate those new clauses,
- and adds Chief Information Officer (CIO) as a new labor category.

Accordingly,

1. Add the following accounting and appropriation data to this contract:

10-04883 (C)

29 800/10110 2529 334-10 EAA 30-02-04 \$412,465.00

29 800/10110 2529 334-20 EAA 30-02-04 \$124,121.00

BNC: MSG \$536,586.00

2. A) Revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of costs by \$496,839 as follows:

FROM:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$9,122,677."

TO:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$9,619,516."

- B) Revise paragraph (b) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of fee by \$39,747 as follows:

FROM:

"(b) An additional amount of \$470,762. is obligated under this contract for payment of fee."

TO:

"(b) An additional amount of \$510,509. is obligated under this contract for payment of fee."

Contract NASW-00017
 Modification 10
 Page 3 of 5

3. Add the new NASA FAR Supplement IT Security clause and the Safety and Health clauses to the contract by amending Section I, Contract Clauses, subsection I.1, List of Section I Clauses Incorporated By Reference, to include the following :

1852.204-76 Security Requirements for Unclassified Technology Information Resources (July 2000)
 1852.223-70 Safety and Health (November 2000)
 1852.223-75 Major Breach of Safety or Security (November 2000).

4. Revise paragraph (b) of B.7 MINIMUM/MAXIMUM CONTRACT VALUE as follows. Text changed by this modification appears in the revision in bold text.

FROM:

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following Codes. NASA may unilaterally adjust these maximums among any existing Codes, or establish ordering authority for new Codes, provided that the total contract maximum amount is not exceeded.

<u>Code</u>	<u>Maximum Ordering Amount</u>
U	\$36,730,000
F	\$6,022,000
E	\$7,833,000
S	\$51,393,000
Y	\$19,860,000
C	\$22,662,000
R	\$100,000
M	\$400,000
Total	\$145,000,000

TO:

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following Codes. NASA may unilaterally adjust these maximums among any existing Codes, or establish ordering authority for new Codes, provided that the total contract maximum amount is not exceeded.

Contract NASW-00017
 Modification 10
 Page 4 of 5

<u>Code</u>	<u>Maximum Ordering Amount</u>
U	\$36,730,000
F	\$6,022,000
E	\$7,833,000
S	\$51,393,000
Y	\$19,860,000
C	\$24,447,000
R	\$100,000
M	\$400,000
Total	\$146,785,000

- Revise paragraph 1 of Attachment E, entitled Consolidated Peer Review Review Services Direct Labor Rates, Indirect Cost Rates, and Maximum Award Fee Percentage, as follows. Text changed by this modification appears in the revision in bold text.

FROM:

- Direct Labor Rates. The Contractor shall use the direct labor rates specified below for pricing all proposals in response to task orders issued under this contract.

Labor Category	Basic Rate/hr	Year 2 Rate/hr	Year 3 Rate/hr	Year 4 Rate/hr	Year 5 Rate/hr
Program Manager					
Functional Manager					
Administrative Specialist					
IT Specialist					
Code Manager					
Solicitation Support Specialist					
Logistics Specialist					
Clerical Specialist					

Notes: Labor categories should be unburdened direct labor categories which apply to both the effort in the representative tasks and the SOW; Assume contract start date of 3-1-00.

Contract NASW-00017
 Modification 10
 Page 5 of 5

TO:

1. Direct Labor Rates. The Contractor shall use the direct labor rates specified below for pricing all proposals in response to task orders issued under this contract.

Labor Category	Basic Rate/hr	Year 2 Rate/hr	Year 3 Rate/hr	Year 4 Rate/hr	Year 5 Rate/hr
Program Manager					
IT Director					
Chief Information Officer					
Functional Manager					
Administrative Specialist					
IT Specialist					
Code Manager					
Solicitation Support Specialist					
Logistics Specialist					
Clerical Specialist					

Notes: Labor categories should be unburdened direct labor categories which apply to both the effort in the representative tasks and the SOW; Assume contract start date of 3-1-00.

6. All other terms and conditions remain unchanged.

(End of Modification 10)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1 4
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 22 Jan. 2001	4. REQUISITION/PURCHASE REQ. NO. See page 2	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Headquarters Procurement Office Code 210.H Greenbelt, MD 20771-0001	CODE 210.H	7. ADMINISTERED BY (If other than Item 6) Attn: Mindy Goeres Email: mgoeres1@mail.hq.nasa.gov Phone: 202-358-0934	CODE

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

Global Science & Technology
6411 Ivy Lane
Suite 300
Greenbelt, MD 20770

CODE (X)	ONWP5	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NASW-00017	10B. DATED (SEE ITEM 13) February 16, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS 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
Offers must acknowledge receipt of this amendment prior to the hour 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 page 2

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds, B.7, and mutual agreement of the parties

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.)

See following pages

NOTE TO ACCOUNTING: ACCOUNTING AND APPROPRIATION DATA ARE 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) Richard E. Schwinger, Business Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mindy S. Goeres
15B. CONTRACTOR/OFFEROR <i>Richard E. Schwinger</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1/12/01
16B. UNITED STATES OF AMERICA BY <i>Mindy S. Goeres</i> (Signature of Contracting Officer)	16C. DATE SIGNED 22 Jan. 2001

Contract NASW-00017

Modification 11

Page 2 of 4

This modification accomplishes the following:

- provides additional funding which is allocated to cost funding and available award fee,
- corrects an administrative error in clause B.7, and
- revises the implementation date for labor rates listed in Attachment E.

Accordingly,

1. Add the following accounting and appropriation data to this contract:

- | | | | |
|----|----------|--|----------------------|
| a. | 10-04918 | 29 801/20110 2529 334-10 EAA 30-02-04 | \$171,707.00 |
| | | 29 801/20110 2529 334-20 EAA 30-02-04 | <u>\$171,707.00</u> |
| | | BNC: MSG | \$343,414.00 |
| b. | 10-04949 | 29 801/20110 2511 121-50-80 UPA00 10-01-09 | \$1,500,000.00 |
| | | 29 800/10110 2511 121-50-80 UPA00 10-01-09 | <u>\$ 500,000.00</u> |
| | | BNC: MSG | \$2,000,000.00 |
| c. | 10-05019 | 29 801/20110 2512 751-00 YAA00 30-11-00 | \$50,000.00 |
| | | BNC: MSG | |

2. a) Revise paragraph (a) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of costs by \$2,216,124 as follows:

FROM:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$9,619,516."

TO:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitations of Funds clause, the total amount allotted by the Government to this contract is \$11,835,640."

b) Revise paragraph (b) of clause B.6 CONTRACT FUNDING to increase the funds available for payment of fee by \$177,290 as follows:

FROM:

"(b) An additional amount of \$510,509 is obligated under this contract for payment of fee."

TO:

"(b) An additional amount of \$687,799 is obligated under this contract for payment of fee."

3. Revise paragraph (b) of B.7 MINIMUM/MAXIMUM CONTRACT VALUE as follows.
Text changed by this modification appears in the revision in bold text.

FROM:

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is \$145,000,000. NASA has, for administrative reasons, allocated the total contract maximum among the following Codes. NASA may unilaterally adjust these maximums among any existing Codes, or establish ordering authority for new Codes, provided that the total contract maximum amount is not exceeded.

<u>Code</u>	<u>Maximum Ordering Amount</u>
U	\$36,730,000
F	\$6,022,000
E	\$7,833,000
S	\$51,393,000
Y	\$19,860,000
C	\$24,447,000
R	\$100,000
M	\$400,000
Total	\$146,785,000

TO:

(b) The maximum dollar value of services purchased under this contract through the issuance of task orders is **\$146,785,000**. NASA has, for administrative reasons, allocated the total contract maximum among the following Codes. NASA may unilaterally adjust these maximums among any existing Codes, or establish ordering authority for new Codes, provided that the total contract maximum amount is not exceeded.

<u>Code</u>	<u>Maximum Ordering Amount</u>
U	\$36,730,000
F	\$6,022,000
E	\$7,833,000
S	\$51,393,000
Y	\$19,860,000
C	\$24,447,000
R	\$100,000
M	\$400,000
Total	\$146,785,000

Contract NASW-00017

Modification 11

Page 4 of 4

4. Revise paragraphs 1 and 4 of Attachment E, Consolidated Peer Review Services Direct Labor Rates, Indirect Cost Rates, and Maximum Award Fee Percentage, to reflect the agreement of the parties that the effective date of the annual labor rate escalation used in pricing proposals is hereby changed from the mid-month anniversary date of the contract to the first of the month following the anniversary date of the contract. Specifically, this change makes the labor rates in Attachment E, for years 2 through 5 of the contract, effective on 1 March of each year of the contract, instead of on 16 February of each year of the contract.

To implement this agreement, the following text is added to paragraphs 1 and 4 of Attachment E:

“The rates below will be used for pricing 1 March through the end of February of the applicable contract year.”

5. All other terms and conditions remain unchanged.

(End of Modification 11)