

CONTINUATION SHEET

Reference No. of Document Being Continued

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Solicitation Number: NNK060156666Q
Task Order Number: NNK06OF08D

Name of Quoter or Contractor: Hernandez Engineering, Inc.

32. Type of Contract

This shall be a Time and Material Task Order Award under the General Services Administration (GSA) Professional Engineering Services Schedule 871, to support the John F. Kennedy Space Center (KSC) Institutional Safety Office (SA-E).

33. Scope of Work (KSC 52.210-90) (Feb 1990)

The Contractor shall provide personnel, materials, and facilities (except as otherwise provided for in this contract) necessary to perform those functions set forth in Attachment 1, entitled "Statement of Work [for] Institutional Safety Program Support Services".

The specific nature and level of services and support required within the general scope of the Statement of Work (SOW) may vary from month-to-month and over the period of the contract (including options) as a function of funding availability, Center activity level, program expansions or contractions, and/or changes in technology, and program emphasis.

34. Completion of Work

All work required under this order, including the submission of all reports, shall be completed during the period from June 19, 2006 through April 18, 2007.

35. Contract Value

CLIN	Description	Period of Performance	Not to Exceed Amount	Actual Final Billings
001	Base Period	June 19, 2006 – April 18, 2007		
001A	Support services	(10 Months)	\$487,000	TBD
001B	Travel*		\$5,000	TBD
001C	Material**		\$25,000	TBD
001D	Optional Effort***		\$292,200	TBD
		Subtotal	\$809,200	TBD

CLIN	Description	Period of Performance	Not to Exceed Amount	Actual Final Billings
002	Option Period 1	April 19, 2007 – April 18, 2008		
002A	Support services	(12 Months)	\$602,000	TBD
002B	Travel*		\$5,000	TBD
002C	Material**		\$25,000	TBD
002D	Optional Effort***		\$361,200	TBD
		Subtotal	\$993,200	TBD

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CLIN	Description	Period of Performance	Not to Exceed Amount	Actual Final Billings
003	Option Period 2	April 19, 2008 – April 18, 2009		
003A	Support services	(12 Months)	\$620,000	TBD
003B	Travel*		\$5,000	TBD
003C	Material**		\$25,000	TBD
003D	Optional Effort***		\$372,000	TBD
		Subtotal	\$1,022,000	TBD

CLIN	Description	Period of Performance	Not to Exceed Amount	Actual Final Billings
004	Option Period 3	April 19, 2009 – April 18, 2010		
004A	Support services	(12 Months)	\$639,000	TBD
004B	Travel*		\$5,000	TBD
004C	Material**		\$25,000	TBD
004D	Optional Effort***		\$383,400	TBD
		Subtotal	\$1,052,400	

CLIN	Description	Period of Performance	Not to Exceed Amount	Actual Final Billings
005	Option Period 4	April 19, 2010 – April 18, 2011		
005A	Support services	(12 Months)	\$658,000	TBD
005B	Travel*		\$5,000	TBD
005C	Material**		\$25,000	TBD
005D	Optional Effort***		\$394,800	TBD
		Subtotal	\$1,082,800	TBD
		Grand Total	\$4,959,600	

* Paragraph 36 ** Paragraph 37 *** Paragraph 38

36. Travel

The on-site contractor employee may be required to travel locally in and around the NASA-KSC area and within the Continental United States (CONUS) to other NASA Centers to fulfill the requirements of the Statement of Work (SOW). Any expenditure cited herein shall be treated on a reimbursable basis within the limits set forth in SubCLIN B, and will be reimbursed in accordance with the Federal Travel Regulations.

37. Material

In the performance of the contract work the contractor may be required to acquire supplies, reference materials, or outside services. The COTR may also require the contractor personnel to attend/participate in meetings, seminars, symposia, and conferences requiring the payment of registration fees. Any expenditure cited herein shall be treated on a reimbursable basis within the limits set forth in SubCLIN C. Advance notice in writing (email is acceptable) shall be authorized by the COTR prior to the expenditure of any funds under this SubCLIN.

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38. Option for Additional Effort Within Contract Periods

The Government may unilaterally increase the amount of effort required to be furnished within each contract period during the performance of this contract for any amount up to that reflected in SubCLIN D for the Base Period and each of the Option Periods. The hourly rates for the optional effort under this provision shall be identical to the hourly rates for the basic effort in effect at the time of option exercise. If the Government elects to exercise its option to increase the within period effort, the contractor will be notified via a contract modification executed by the Contracting Officer. The option for additional within period effort (SubCLIN D) may be exercised one or more times at any time during each contract period provided that the cumulative total price of additional effort ordered does not exceed the amount specified in SubCLIN D.

39. Option to Extend the Term of the Contract (52.217-9) (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

40. Deliverables

The contractor shall provide the following deliverable items in the performance of this activity when required. All of these deliverables shall be provided to the Contracting Officer's Technical Representative (COTR) as required.

- Construction plan evaluation reports
- Safety and health evaluation reports
- Pre-work meeting minutes
- Construction site inspection reports
- Construction site database data field
- Risk analysis of identified hazards
- Explosive safety inspection reports
- Metric reports on safety data
- Trend analysis of safety hazards, mishaps, explosives and construction
- Mishap corrective action tracking reports
- Mishap investigation reports
- Corrective action assessments
- Design review documentation

A monthly cost report shall be delivered each month, which will reflect the total hours delivered and the cost for those hours for each SOW task. The report is due no later than the 15 days following each calendar month. The contractor's format, after review and coordination with the COTR, is acceptable. The distribution of the report is as follows:

NASA John F. Kennedy Space Center
Mail Code: SA-E, Randall Tilley

Kennedy Space Center, FL 32899

NASA John F. Kennedy Space Center
Mail Code: OP-OS, Marcus Orr

Kennedy Space Center, FL 32899

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41. Invoice Submission

Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. In addition to the items required in FAR clause 52.232-25, PROMPT PAYMENT, at (a)(3)(i) through (viii), a proper invoice must also include the following minimum additional information and/or attached documentation: Separate, distinct invoice number, Delivery or Task Order Number, total/cumulative charges for the billing period, description of supplies or services, quantities, and unit pricing. A Taxpayer Identification Number (TIN) must be clearly labeled on all invoices for goods and services regardless of the dollar amount. Invoices are to be submitted within 15 calendar days after the close of the preceding accounting month.

Submit invoices to:

NASA John F. Kennedy Space Center

Mail Code: GG-B-C2

Kennedy Space Center, FL 32899

42. Billable Rate Schedule

The categories and billable hourly rates are identified in Table 42 (next page). This table may be amended to include additional labor categories in the event the nature of support requires other skills. If this table is so amended during contract performance, the additional labor categories will be priced at the quoter's then published GSA rates discounted consistently with the methodology utilized by the quoter for the rates reflected in Table 42, if said rates were discounted.

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Table 42 – Billable Rate Schedule

SubCLIN A Labor Category	Hourly Rate				
	Base Period 6/19/2006 - 4/18/2007	Option Period 1 4/19/2007 - 4/18/2008	Option Period 2 4/19/2008 - 4/18/2009	Option Period 3 4/19/2009 - 4/18/2010	Option Period 4 4/19/2010 - 4/18/2011

Redacted Pursuant to Exemption 4

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43. Security Controls at KSC (KSC 52.204-90) (Nov 2000)

(a) Identification of Employees

- (1) The contractor shall require each employee engaged on the work site to display NASA-furnished identification badges and special access badges at all times. The contractor shall obtain and submit badging request forms for each person employed or to be employed by the contractor under this contract. The contractor shall designate its own security and badging officials to act as points-of-contact for the KSC Security Office. Prior to proceeding with onsite performance, the contractor shall submit the following information to the Protective Services Branch, Code TA-E2, Kennedy Space Center:
 - (i) Contract number and location of work site(s)
 - (ii) Contract commencement and completion dates
 - (iii) Status as prime or subcontractor
 - (iv) Names of designated security and badging officials
- (2) Identification and badging of employees shall be accomplished as soon as practicable after award of the contract. During performance of the contract, the contractor shall, upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the NASA Security Office. It is agreed and understood that all NASA identification badges/passes remain the property of NASA, and the Government reserves the right to invalidate such badges/passes at any time.

(b) Access to Controlled Areas within KSC

- (1) Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is classified into "escorted" or "unescorted" access. For each employee for which the contractor desires to have unescorted access, the prescribed forms must be submitted to the NASA Security Office. Due to the time required to process requests for unescorted access, the contractor is advised to complete and submit the required forms as soon as practicable after contract award. Within 14 working days after the receipt of the forms, the NASA Security Office will determine whether the person is eligible for unescorted access.
- (2) The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access.
- (3) All requests for unescorted access by subcontractors will be submitted through the prime contractor for forwarding to the NASA Security Office.

44. Place of Performance (KSC 52.212-92) (Feb 1990)

Work required under this order shall be primarily performed at the John F. Kennedy Space Center and Cape Canaveral Air Force Station in Florida. Other contractor support may be performed at the contractor's facility or such other locations required to accomplish the SOW tasks.

45. Occupational Health (KSC 52.223-93) (Nov 2000)

(a) Occupational Health Services

The medical services set forth in KMI 1810.1I entitled KSC Occupational Medicine Program, will be provided to the contractor by the Government to the extent that there will not be any restriction of the employees' rights under applicable Workmen's Compensation statutory provisions.

Information from records generated as a result of rendition of these medical services may be obtained from the Chief, Aerospace Medicine and Occupational Health Branch, Code TA-C2, upon written request.

(b) Health Examinations and Physical Requirements Standards

The contractor shall provide the following data to the Chief, Aerospace Medicine and Occupational Health Branch, Code TA-C2:

- (1) A breakdown of the various health examinations required in support of this contract; providing type, frequency, and a roster of personnel affected.
- (2) The applicable physical requirements standards for personnel certification, if the contractor has physical requirements standards which are stricter than the applicable KSC (Federal) standards; otherwise the KSC (Federal) physical requirements standards are applicable to this contract.

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46. Hazard Communication (KSC 52.223-94) (Jul 2002)

- (a) In order to comply with Federal, OSHA, and State Regulations, the Contractor shall participate in the KSC Chemical Hazard Communication Program as implemented by KNPD 1800.2, KSC Hazard Communication Program.
- (b) The Contractor shall coordinate submission of hazardous material safety data, to the NASA/KSC Materials Safety Data Sheet Archive, with the Joint Base Operations Support Contract MSDS Program Administrator.

47. Emergency Medical Treatment (KSC 52.223-105) (Jul 2000)

The contractor shall immediately call (see below for applicable telephone numbers) for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation/treatment is offered and refused.

- From KSC or CCAFS property: 911
- From a KSC issued cellular telephone: 867-7911
- From other than a KSC issued cellular telephone: 321-867-7911
- Commercial telephone users on KSC or CCAFS property: 911

48. Controls Applicable to Contractor's Activities (KSC 52.242-90) (Nov 2005)

The publications listed below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria, which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications checked below.

- QA-UG-0001 KSC Employee Safety & Health Pocket Guide
- JHB 2000 Consolidated Comprehensive Emergency Management Plan
- KNPD 1440.1 KSC Records Management and Vital Records Programs
- KNPD 1800.2 Hazard Communication Program
- KNPD 1810.1 KSC Occupational Medicine Program
- KNPD 8500.1 KSC Environmental Management
- KNPR 1620.1 KSC Security Procedural Requirements
- KNPR 1820.3 KSC Hearing Loss Prevention Program
- KNPR 1820.4 KSC Respiratory Protection Program
- KNPR 1870.1 KSC Sanitation Program
- KNPR 4000.1 Supply and Equipment System
- KNPR 6000.1 Transportation Support System Manual
- KNPR 8500.1 KSC Environment Requirements Protection Program
- KNPR 8715.3 KSC Safety Practices Procedural Requirements
- KNPR 8830.1 Facilities and Real Property Management Handbook

49. Centerwide Manpower Reports (KSC 52.242-93) (NOV 2000)

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit, total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code QA-A).

50. Certification for Services and/or Receipt of Supplies (KSC 52.246-125) (Mar 2002)

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Certification of services performed hereunder and/or receipt of supplies furnished shall be accomplished by the Contracting Officer's Technical Representative (SA-E). The original and a copy of the certificate shall be forwarded by the certifying official without delay to the Commercial Services Office; KSC; Attention: Code GG-B1. An information copy shall be furnished to the Procurement Office; KSC; Attention: Code OP-OS/Marcus Orr.

51. Protests to NASA (1852.233-70) (Oct 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

52. Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)

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

(a) Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2006)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)
- 52.227-1 Authorization and Consent (Jul 1995) (Alt I) (Apr 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
- 52.243-3 Changes – Time and Material or Labor Hours (Sep 2000)
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201)

(b) NASA FAR Supplement (NFS) (48 CFR Chapter 18) Clauses

- 1852.215-84 Ombudsman (Oct 2003) (Alternate I) (Jun 2000)
Insert: Mr. James E. Hattaway, Jr., Kennedy Space Center, Mail Code: AA-B, Kennedy Space Center, FL 32899
Telephone Number: (321) 867-2346, FAX: (321) 867-8807, Email: James.E.Hattaway@nasa.gov
- 1852.219-76 NASA 8 Percent Goal (Jul 1997)
- 1852.223-70 Safety and Health (Apr 2002)
- 1852.223-73 Safety and Health Plan (Nov 2004)
- 1852.223-75 Major Breach of Safety or Security (Feb 2002) (Alt I) (May 2002)
- 1852.225-70 Export Licenses (Feb 2000)
Insert: John F. Kennedy Space Center
- 1852.237-73 Release of Sensitive Information (Jun 2005)
- 1852.237-72 Access to Sensitive Information (Jun 2005)
- 1852.242-70 Technical Direction
- 1852.242-72 Observance of Legal Holidays (Aug 1992) (Alt I) (Sep 1989) (Alt II) (Oct 2002)
- 1852.245-71 Installation – Accountable Government Property (Jun 1998)
- 1852.245-77 List of Installation – Accountable Property and Services (Jun 1998) IT Security (Jul 2002)
Insert: (b)(1) not applicable; (f) Administrative desktop computer seat

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Attachment 1: Statement of Work

Title: Institutional Safety Program Support Services

Scope of Work:

The contractor shall support the Kennedy Space Center institutional safety program by assessing and documenting compliance with the legal requirements established by OSHA, Agency and local safety policies, support KSC hazard analysis and control program, and provide assistance in sustaining the elements of KSC's Voluntary Protection Program (VPP).

Specific Tasks include:

Task 1: Construction Project Safety Program Development and Implementation - The contractor shall supply qualified personnel to:

- A. Review construction contractor generated safety and health plans and provide appropriate comments.
- B. Participate in pre-work meetings with the construction contractors for the purposes of informing them of KSC specific requirements and emergency information.
- C. Conduct "nuts and bolts meetings" with on site supervision from the prime and all subcontractors for the purpose of informing them of KSC specific requirements and emergency information and attend other construction safety meetings as required.
- D. Conduct construction site inspections to assure compliance with OSHA and NASA standards.
- E. Advise the NASA/KSC Institutional Safety and Quality Branch and representatives of the affected contractor of any instances of non-compliance.
- F. Provide technical support to the KSC construction management office.
- G. Enter data into the construction safety database (existing) on all construction safety surveillance activity and prepare monthly construction safety metrics from this data.

Task 2: Facility Safety Program Support - The contractor shall provide safety expertise in order to:

- A. Conduct safety inspections of KSC civil servant work-sites and evaluate processes for safety compliance including off as well as higher hazard occupancies such as laboratories and shops. The inspections and process assessments are assuring compliance with OSHA standards.
- B. Advise the organizational point of contact and the area leads and supervisors of any findings and recommend change needed to meet OSHA and NASA requirements.
- C. Maintain the existing inspection database for documentation of inspection program findings.
- D. Develop and submit to the NASA Institutional Safety and Quality Branch an annual inspection schedule that addresses NASA civil servant work locations on KSC, CCAFS and Patrick Air Force Base.
- E. Coordinate inspections with the organizational point of contact prior to performance.
- F. Track the abatement of inspection findings and issue notifications to the NASA Institutional Safety and Quality Branch and the delinquent organization in the event abatement is not accomplished in a timely manner.
- G. Conduct annual training for organizational points of contact to ensure they understand their responsibilities and know how to document abatement and corrective action status.

Task 3: Occupational Safety Incident Investigation - The contractor shall support KSC mishap investigation by:

- A. Utilize the NASA Incident Reporting and Investigation System (IRIS) to document accident/incident investigations for Civil Service and Construction of Facilities related mishaps.
- B. Provide tracking of mishap corrective actions to ensure closure.
- C. Conduct corrective action assessments on selected mishaps to ensure implementation and effectiveness.
- D. Provide administrative support to mishap investigations including providing court reporter services to document interview on request.
- E. Develop and distribute a quarterly summary of significant KSC close call and mishap lessons learned.
- F. Provide support to the NASA/KSC IRIS Project Manager in resolving issues and user concerns, and critiquing potential

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application enhancements.

- G. Validate monthly organization SSR data against what is being recorded in IRIS and resolve difference with submitter.
- H. Conduct trend analysis of IRIS data and provide results to SA-E2.
- I. Perform audits of IRIS cases to ensure accuracy, completeness of data entry, timeliness of record creation, and other attributes and report findings to SA-E2.
- J. Participate in IRIS related meetings including WebEx meetings and VITs' conferences as required.
- K. Process and track IRIS applications from new users and submit to NASA HQ and ATC through approval.
- L. Provide IRIS training to new users as needed.
- M. Serve as a help desk POC for local IRIS users.

Task 4: Explosive Safety Management – The contractor shall:

- A. Audit hazardous procedures involving ordnance operations to ensure compliance with NASA requirements.
- B. Provide periodic oversight of contractor explosive operations at KSC.
- C. Conduct surveillance of explosive operating and storage locations to ensure compliance with NASA requirements.
- D. Function as the Co-Chair of the KSC Explosive Safety Committee and act as the Chair in the Chair's absence.
- E. Provide explosive safety training to facility managers where explosives operations occur.
- F. Conduct and document Annual Explosive Safety Inspections of explosive storage and processing facilities.
- G. Assist Facility Managers in preparing Explosive License Requests.
- H. Participate in the investigation of violations of explosive safety requirements.
- I. Attend work planning conferences (live/telecomm)

Task 5: Facility Assurance/Hazard Analysis – The contractor shall:

- A. Review designs for new facilities and facility modifications for compliance with OSHA and NASA safety requirements, document findings and provide to SA-E.
- B. Review contractor generated hazard analyses such as System Assurance Analyses and Safety Assessment Reports for compliance with OSHA and NASA requirements, document findings and provide to SA-E.
- C. Conduct operational hazard analysis of new or changed NASA operations and activities to ensure compliance with OSHA and NASA safety requirements, formally document and provide to SA-E.
- D. Support the development of job hazard analysis for specific tests and operations.

Task 6: Safety Consultation – The contractor shall:

- A. Provide support to SA-E2 personnel in the area of safety consultation through evaluation of employee concerns, researching requests for occupational safety information, and documenting the resolution of employee safety concerns.
- B. Review safety and health plans submitted for review to assure that they address NASA and KSC requirements.

Task 7: Safety Awareness – The contractor shall:

- A. Research, prepare and distribute Center-wide safety alerts.
- B. Support the development, production and distribution of the Safety on the Line monthly newsletter and other safety awareness materials.
- C. Support the development, production and distribution of safety training topics as required.

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Attachment 2: PIV Card Issuance Procedures in Accordance with FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

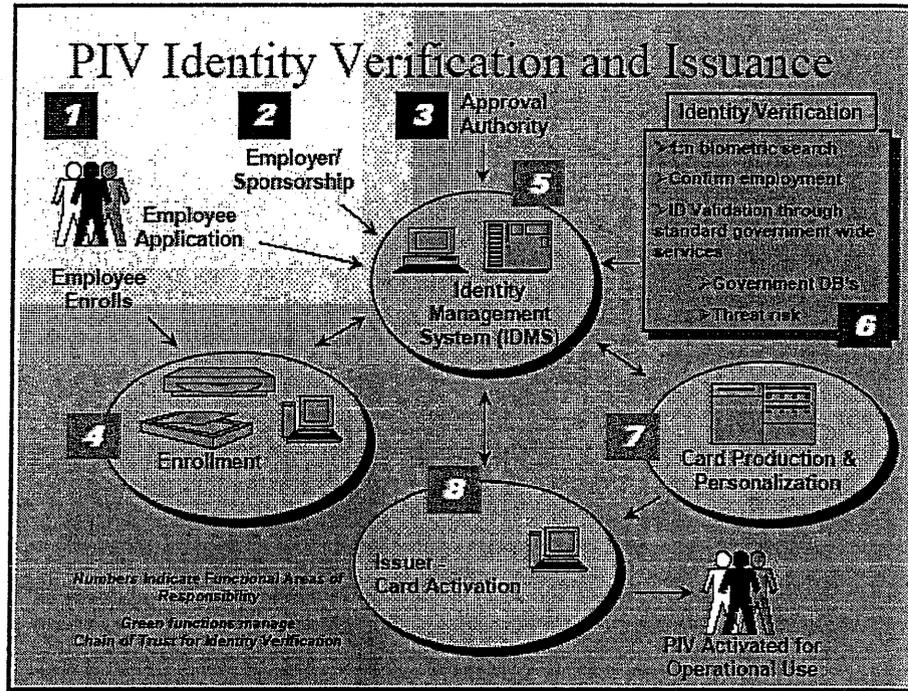


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access.

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Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

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**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

NNK06OF08D

MODIFICATION NO. _____ (IF APPLICABLE)

"This is an unofficial copy provided as part of the standard distribution for this document. Copies of modification, if any, will be provided to the same standard distribution. Recipients are responsible for maintaining the currency of their copies by appropriately filing modifications as they are received. To determine if your copy is current with all modifications, contact the Contracting Officer/Grant Officer, or call the KSC Procurement Office at 321-867-7345 and inquire as to which Contracting Officer is administering this document. THE OFFICIAL GOVERNMENT COPY OF THIS CONTRACT REPOSES WITH THE CONTRACTING OFFICER/GRANT OFFICER."

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code _____ Page 1 of Pages 4

2. Amendment/Modification No. 001
 3. Effective Date See Block 16C.
 4. Requisition/Purchase No. 4200156666
 5. Project No. (if applicable) _____

6. Issued By Code _____
 NASA John F. Kennedy Space Center
 Procurement Office - Operations Support
 Mail Code: OP-OS
 Kennedy Space Center, FL 32899
 7. Administered By (if other than item 6) Code _____
 Same as Block 6 - Attention: Marcus Orr

8. Name and Address of Contractor (No., Street, County, State and ZIP Code)
 Hernandez Engineering, Inc.
 Attention: Patricia Hollingsworth
 17625 El Camino Real
 Suite 300
 Houston, TX 77058
 Telephone: (281)280-5159; FAX: (281)480-7525
 9A. Amendment of Solicitation No. _____
 9B. Date (See Item 11) _____
 10A. Modification of Contract/Order No. NNK06OF08D
 10B. Date (See Item 13) 06-16-2006
 Code _____ Facility Code _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)

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

(X) A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
 B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b)
 C. This supplemental agreement is entered into pursuant to authority of:
 D. Other (Specify type of modification and authority)
 X 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.) Please refer to page 2 for a description of this modification.

15A. Name and Title of Signer (Type of Print) PATRICIA HOLLINGSWORTH CONTRACTS MANAGER
 15B. Contract/Officer Patricia Hollingsworth
 15C. Date Signed 7-25-06
 15A. Name and Title of Contracting Officer (Type of Print) MARCUS ORR CONTRACTING OFFICER
 15B. United States of America Marcus Orr
 15C. Date Signed 7/28/06
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

Reference No. of Document Being Continued
Task Order Number: NNK06OF08D – Modification 001

Page 2 of 4

Name of Quoter or Contractor: Hernandez Engineering, Inc.

14. Description of Amendment/Modification

Task Order Number NNK06OF08D, issued against Contract Number GS-23F-0104N, contains typographical errors in Paragraph Number: 35. Contract Value (page 2). The purpose of this modification is to: (a) Revise the figures reflected in the section to reflect the figures quoted by Hernandez Engineering, Inc. (HEI) in response to Solicitation Number: NNK060156666Q. Moreover: (b) This modification also revises Table 42 – Billable Rate Schedule (page 6) of the aforementioned task order to incorporate an additional labor category.

(a) Revision of Paragraph Number 35

(1) The Base Period table reflects the following modifications

- (i) CLIN 001a: Decreased Support Services by \$46,155.20; from \$487,000.00 to \$440,844.80
- (ii) CLIN 001c: Increased Material by \$16,155.20; from \$25,000.00 to \$41,155.20
- (iii) CLIN 001d: Decreased Optional Effort by \$27,584.00; from \$292,200.00 to \$264,616.00
- (iv) Included Subtotal Contract Value line (excluding option for additional effort)
- (v) Decreased Subtotal line by \$57,584; from \$809,200.00 to \$751,616.00
- (vi) Descriptive changes
 - (A) Revised Subtotal to Subtotal Contract Value with Option
 - (B) Revised CLIN 001d from Optional Effort; to Option for Additional Effort

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
001	BASE PERIOD	JUN 19, 2006 – APR 18, 2007 (10 Months)		
001a	Support Services		\$ 440,844.80	TBD
001b	Travel*		\$ 5,000.00	TBD
001c	Material**		\$ 41,155.20	TBD
	Subtotal Contract Value		\$ 487,000.00	TBD
001d	Option for Additional Effort***		\$ 264,616.00	TBD
	Subtotal Contract Value with Option		\$ 751,616.00	TBD

(2) The Option Period 1 table reflects the following modifications

- (i) CLIN 002a: Decreased Support Services by \$74,265.20; from \$602,000.00 to \$527,734.80
- (ii) CLIN 002d: Decreased Optional Effort by \$44,559.12; from \$361,200.00 to \$316,640.88
- (iii) Included Subtotal Contract Value line (excluding option for additional effort)
- (iv) Decreased Subtotal line by \$118,824.32; from \$993,200.00 to \$874,375.68
- (v) Descriptive changes
 - (A) Revised Subtotal to Subtotal Contract Value with Option
 - (B) Revised CLIN 002d from Optional Effort; to Option for Additional Effort

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
002	OPTION PERIOD 1	APR 19, 2007 – APR 18, 2008 (12 Months)		
002a	Support Services		\$ 527,734.80	TBD
002b	Travel*		\$ 5,000.00	TBD
002c	Material**		\$ 25,000.00	TBD
	Subtotal Contract Value		\$ 557,734.80	TBD
002d	Option for Additional Effort***		\$ 316,640.88	TBD
	Subtotal Contract Value with Option		\$ 874,375.68	TBD

(3) The Option Period 2 table reflects the following modifications

- (i) CLIN 003a: Decreased Support Services by \$76,962.00; from \$620,000.00 to \$543,038.00
- (ii) CLIN 003d: Decreased Optional Effort by \$46,377.20; from \$372,200.00 to \$325,822.80
- (iii) Included Subtotal Contract Value line (excluding option for additional effort)
- (iv) Decreased Subtotal line by \$123,139.20; from \$1,022,000.00 to \$898,860.80
- (v) Descriptive changes
- (vi) Revised Subtotal to Subtotal Contract Value with Option
- (vii) Revised CLIN 003d from Optional Effort; to Option for Additional Effort

CONTINUATION SHEET

Reference No. of Document Being Continued
Task Order Number: NNNK06OF08D - Modification 001

Page 3 of 4

Name of Quoter or Contractor: Hernandez Engineering, Inc.

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
003	OPTION PERIOD 2	APR 19, 2008 - APR 18, 2009 (12 Months)		
003a	Support Services		\$ 543,038.00	TBD
003b	Travel*		\$ 5,000.00	TBD
003c	Material**		\$ 25,000.00	TBD
	Subtotal Contract Value		\$ 573,038.00	TBD
003d	Option for Additional Effort***		\$ 325,822.80	TBD
	Subtotal Contract Value with Option		\$ 898,860.80	TBD

- (4) The Option Period 3 table reflects the following modifications
- (i) CLIN 004a: Decreased Support Services by \$80,207.60; from \$639,000.00 to \$558,792.40
 - (ii) CLIN 004d: Decreased Optional Effort by \$48,124.56; from \$383,400.00 to \$335,275.44
 - (iii) Included Subtotal Contract Value line (excluding option for additional effort)
 - (iv) Decreased Subtotal line by \$128,332.16; from \$1,052,400.00 to \$924,067.84
 - (v) Descriptive changes
 - (A) Revised Subtotal to Subtotal Contract Value with Option
 - (B) Revised CLIN 003d from Optional Effort; to Option for Additional Effort

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
004	OPTION PERIOD 3	APR 19, 2009 - APR 18, 2010 (12 Months)		
004a	Support Services		\$ 558,792.40	TBD
004b	Travel*		\$ 5,000.00	TBD
004c	Material**		\$ 25,000.00	TBD
	Subtotal Contract Value		\$ 588,792.40	TBD
004d	Option for Additional Effort***		\$ 335,275.44	TBD
	Subtotal Contract Value with Option		\$ 924,067.84	TBD

- (5) The Option Period 4 table reflects the following modifications
- (i) CLIN 005a: Decreased Support Services by \$83,020.80; from \$658,000.00 to \$574,979.20
 - (ii) CLIN 005d: Decreased Optional Effort by \$49,812.48; from \$394,800.00 to \$344,987.52
 - (iii) Included Subtotal Contract Value line (excluding option for additional effort)
 - (iv) Decreased Subtotal line by \$132,833.28; from \$1,082,800.00 to \$949,966.72
 - (v) Descriptive changes
 - (A) Revised Subtotal to Subtotal Contract Value with Option
 - (B) Revised CLIN 003d from Optional Effort; to Option for Additional Effort

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
005	OPTION PERIOD 4	APR 19, 2010 - APR 18, 2011 (12 Months)		
005a	Support Services		\$ 574,979.20	TBD
005b	Travel*		\$ 5,000.00	TBD
005c	Material**		\$ 25,000.00	TBD
	Subtotal Contract Value		\$ 604,979.20	TBD
005d	Option for Additional Effort***		\$ 344,987.52	TBD
	Subtotal Contract Value with Option		\$ 949,966.72	TBD

CONTINUATION SHEET

Reference No. of Document Being Continued
Task Order Number: NNK06OF08D - Modification 001

Name of Quoter or Contractor: Hernandez Engineering, Inc.

(6) The following summary has been added.

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
001	Base Period	JUN 19, 2006 - APR 18, 2007 (10 Months)	\$ 487,000.00	TBD
002	Option Period 1	APR 19, 2007 - APR 18, 2008 (12 Months)	\$ 557,734.80	TBD
003	Option Period 2	APR 19, 2008 - APR 18, 2009 (12 Months)	\$ 573,038.00	TBD
004	Option Period 3	APR 19, 2009 - APR 18, 2010 (12 Months)	\$ 588,792.40	TBD
005	Option Period 4	APR 19, 2010 - APR 18, 2011 (12 Months)	\$ 604,979.20	TBD
Grand Total (Base and Options)		JUN 19, 2006 - APR 18, 2011 (58 Months)	\$ 2,811,544.40	TBD
Grand Total (Additional Effort***)		JUN 19, 2006 - APR 18, 2011 (58 Months)	\$ 4,398,887.04	TBD

(b) Revision of Table 42 - Billable Rate Schedule

(1) This modification incorporates the following labor category: Engineer A. Table 42 Billable Rate Schedule has been revised to reflect this addition.

SUBCLIN A LABOR CATEGORY	HOURLY RATE				
	BASE PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4
	06/19/06 - 04/18/07	04/19/07 - 04/18/08	04/19/08 - 04/18/09	04/19/09 - 04/18/10	04/19/10 - 04/18/11

Redacted Pursuant to Exemption 4 of the Freedom of Information Act

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.

2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HERNANDEZ ENGINEERING Attn: NONE SPECIFIED 17625 EL CAMINO REAL STE 300 HOUSTON TX 77058-3052	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0104N NNK060F08D
		10B. DATED (SEE ITEM 11) 06/16/2006

CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 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

Continued ...

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) PATRICIA HOLLINGSWORTH, CONTRACTS MGR.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcus Orr
15B. CONTRACTOR/OFFEROR <i>Patricia Hollingsworth</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2-6-07
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

Reference No. of Document Being Continued
Task Order Number: NNK06OF08D – Modification 002

Page 2 of 5

Name of Quoter or Contractor: Hernandez Engineering, Inc.

14. Description of Amendment/Modification

The purpose of this modification is to incorporate the Employee Incentive Award Program as described in the following pages into order number NNK06OF08D. In implementing the terms of the program, paragraph number 35. Contract Value, of the aforementioned order is hereby revised as follows:

(a) Revision of Paragraph Number 35

(1) The Summary table reflects the following modifications

- (i) Option Period 1: Not to exceed amount increased by \$5,277.35; from \$557,734.80 to \$563,012.15
- (ii) Option Period 2: Not to exceed amount increased by \$5,430.38; from \$573,038.00 to \$578,468.38
- (iii) Option Period 3: Not to exceed amount increased by \$5,587.92; from \$588,792.40 to \$594,380.32
- (iv) Option Period 4: Not to exceed amount increased by \$5,749.79; from \$604,979.20 to \$610,728.99
- (v) Grand Total (Base and Options): Not to exceed amount increased by \$22,045.44; from \$2,811,544.40 to \$2,833,589.84
- (vi) Grand Total (Additional Effort ***): Not to exceed amount increased by \$22,045.44; from \$4,398,887.04 to \$4,420,932.48

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
001	Base Period	JUN 19, 2006 – APR 18, 2007 (10 Months)	\$ 487,000.00	TBD
002	Option Period 1	APR 19, 2007 – APR 18, 2008 (12 Months)	\$ 563,012.15	TBD
003	Option Period 2	APR 19, 2008 – APR 18, 2009 (12 Months)	\$ 578,468.38	TBD
004	Option Period 3	APR 19, 2009 – APR 18, 2010 (12 Months)	\$ 594,380.32	TBD
005	Option Period 4	APR 19, 2010 – APR 18, 2011 (12 Months)	\$ 610,728.99	TBD
	Grand Total (Base and Options)	JUN 19, 2006 – APR 18, 2011 (58 Months)	\$ 2,833,589.84	TBD
	Grand Total (Additional Effort***)	JUN 19, 2006 – APR 18, 2011 (58 Months)	\$ 4,420,932.48	TBD

(2) The BASE PERIOD table reflects the following modifications

- (i) A new CLIN was inserted, which resulted in the previous CLIN 001d being changed to CLIN 001e.
 - (A) CLIN 001d description was renamed to Incentive Award.
 - (B) CLIN 001e (previously CLIN 001d) remained unchanged. Only the CLIN number changed.
- (ii) CLIN 001d: Created not to exceed amount of \$4,408.45
- (iii) CLIN 001c: Decreased not to exceed amount by \$4,408.45; from \$41,155.20 to \$36,746.75

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
001	BASE PERIOD	JUN 19, 2006 – APR 18, 2007 (10 Months)		
001a	Support Services		\$ 440,844.80	TBD
001b	Travel*		\$ 5,000.00	TBD
001c	Material**		\$ 36,746.75	TBD
001d	Incentive Award		\$ 4,408.45	TBD
	Subtotal Contract Value		\$ 487,000.00	TBD
001e	Option for Additional Effort***		\$ 264,616.00	TBD
	Subtotal Contract Value with Option		\$ 751,616.00	TBD

CONTINUATION SHEET

Reference No. of Document Being Continued
Task Order Number: NNK06OF08D – Modification 002

Page 3 of 5

Name of Quoter or Contractor: Hernandez Engineering, Inc.

- (3) The OPTION PERIOD 1 table reflects the following modifications
- (i) A new CLIN was inserted, which resulted in the previous CLIN 001d being changed to CLIN 001e.
 - (A) CLIN 001d description was renamed to Incentive Award.
 - (B) CLIN 001e (previously CLIN 001d) remained unchanged. Only the CLIN number changed.
 - (ii) CLIN 001d: Created not to exceed amount of \$5,277.35
 - (iii) Subtotal Contract Value: Not to exceed amount increased by \$5,277.35; from \$557,734.80 to \$563,012.15
 - (iv) Subtotal Contract Value with Option: Not to exceed amount increase by \$5,277.35; from \$874,375.68 to \$879,653.03

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
002	OPTION PERIOD 1	APR 19, 2007 – APR 18, 2008 (12 Months)		
002a	Support Services		\$ 527,734.80	TBD
002b	Travel*		\$ 5,000.00	TBD
002c	Material**		\$ 25,000.00	TBD
002d	Incentive Award		\$ 5,277.35	TBD
	Subtotal Contract Value		\$ 563,012.15	TBD
002e	Option for Additional Effort***		\$ 316,640.88	TBD
	Subtotal Contract Value with Option		\$ 879,653.03	TBD

- (4) The OPTION PERIOD 2 table reflects the following modifications
- (i) A new CLIN was inserted, which resulted in the previous CLIN 001d being changed to CLIN 001e.
 - (A) CLIN 001d description was renamed to Incentive Award.
 - (B) CLIN 001e (previously CLIN 001d) remained unchanged. Only the CLIN number changed.
 - (ii) CLIN 001d: Created not to exceed amount of \$5,430.38
 - (iii) Subtotal Contract Value: Not to exceed amount increased by \$5,430.38; from \$573,038.00 to \$578,468.38
 - (iv) Subtotal Contract Value with Option: Not to exceed amount increase by \$5,430.38; from \$898,860.80 to \$904,291.18

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
003	OPTION PERIOD 2	APR 19, 2008 – APR 18, 2009 (12 Months)		
003a	Support Services		\$ 543,038.00	TBD
003b	Travel*		\$ 5,000.00	TBD
003c	Material**		\$ 25,000.00	TBD
003d	Incentive Award		\$ 5,430.38	TBD
	Subtotal Contract Value		\$ 578,468.38	TBD
003e	Option for Additional Effort***		\$ 325,822.80	TBD
	Subtotal Contract Value with Option		\$ 904,291.18	TBD

- (5) The OPTION PERIOD 3 table reflects the following modifications
- (i) A new CLIN was inserted, which resulted in the previous CLIN 001d being changed to CLIN 001e.
 - (A) CLIN 001d description was renamed to Incentive Award.
 - (B) CLIN 001e (previously CLIN 001d) remained unchanged. Only the CLIN number changed.
 - (ii) CLIN 001d: Created not to exceed amount of \$5,587.92
 - (iii) Subtotal Contract Value: Not to exceed amount increased by \$5,587.92; from \$588,792.40 to \$594,380.32
 - (iv) Subtotal Contract Value with Option: Not to exceed amount increase by \$5,587.92; from \$924,067.84 to \$929,655.76

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
004	OPTION PERIOD 3	APR 19, 2009 – APR 18, 2010 (12 Months)		
004a	Support Services		\$ 558,792.40	TBD
004b	Travel*		\$ 5,000.00	TBD
004c	Material**		\$ 25,000.00	TBD
004d	Incentive Award		\$ 5,587.92	TBD
	Subtotal Contract Value		\$ 594,380.32	TBD
004e	Option for Additional Effort***		\$ 335,275.44	TBD
	Subtotal Contract Value with Option		\$ 929,655.76	TBD

CONTINUATION SHEET

Reference No. of Document Being Continued
Task Order Number: NNK06OF08D – Modification 002

Page 4 of 5

Name of Quoter or Contractor: Hernandez Engineering, Inc.

- (6) The OPTION PERIOD 4 table reflects the following modifications
 - (i) A new CLIN was inserted, which resulted in the previous CLIN 001d being changed to CLIN 001e.
 - (A) CLIN 001d description was renamed to Incentive Award.
 - (B) CLIN 001e (previously CLIN 001d), remained unchanged. Only the CLIN number changed.
 - (ii) CLIN 001d: Created not to exceed amount of \$5,749.79
 - (iii) Subtotal Contract Value: Not to exceed amount increased by \$5,749.79; from \$604,979.20 to \$610,728.99
 - (iv) Subtotal Contract Value with Option: Not to exceed amount increase by \$5,749.79; from \$949,966.72 to \$955,716.51

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	NOT TO EXCEED AMOUNT	ACTUAL FINAL BILLINGS
005	OPTION PERIOD 4	APR 19, 2010 – APR 18, 2011 (12 Months)		
005a	Support Services		\$ 574,979.20	TBD
005b	Travel*		\$ 5,000.00	TBD
005c	Material**		\$ 25,000.00	TBD
005d	Incentive Award		\$ 5,749.79	TBD
	Subtotal Contract Value		\$ 610,728.99	TBD
005e	Option for Additional Effort***		\$ 344,987.52	TBD
	Subtotal Contract Value with Option		\$ 955,716.51	TBD

CONTINUATION SHEET

Reference No. of Document Being Continued
Task Order Number: NNK06OF08D - Modification 002

Page 5 of 5

Name of Quoter or Contractor: Hernandez Engineering, Inc.

(b) Employee Incentive Award Program for KSC Institutional Safety Program Support Services (ISPSS)

Redacted pursuant to Exemption 4 of FOIA.

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO. 000003	3. EFFECTIVE DATE See Block 15C	4. REQUISITION/PURCHASE REQ. NO. 4200190623	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HERNANDEZ ENGINEERING Attn: NONE SPECIFIED 17625 EL CAMINO REAL STE 300 HOUSTON TX 77058-3052		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0104N NNK060F08D	10B. DATED (SEE ITEM 11) 06/16/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$131,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) NNK060F08D: Article 38. Option for Additional Effort Within Contract Period

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

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

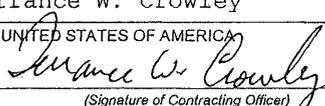
LIST OF CHANGES:
 Total Obligated Amount for this Modification: \$131,000.00
 Total Obligated Amount for NNK060F08D: \$618,000.00

The purpose of this modification is to exercise CLIN 001e - Option for Additional Effort, in the amount of \$131,000.00. The total obligated amount for this order has changed by \$131,000.00; from \$487,000.00 to \$618,000.00.

The remaining not to exceed value of CLIN 001e is \$133,616.00.

NEW ACCOUNTING CODE ADDED:
 Continued ...

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) Terrance W. Crowley
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 3/8/07

CONTINUATION SHEET

REFERENCE NO. OF D. .NT BEING CONTINUED
 GS-23F-0104N/NNK060F08D/000003

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 HERNANDEZ ENGINEERING

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 76SA000/6100.2520/76/FC000000/325288.01.06.02.01/0 00/2520/76/EXCX22007D/CMO/1/2 Cost Center 76SA000 GI Account 6100.2520 Order FC000000				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200196513	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (if other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HERNANDEZ ENGINEERING Attn: NONE SPECIFIED 17625 EL CAMINO REAL STE 300 HOUSTON TX 77058-3052		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0104N NNK06OF08D	10B. DATED (SEE ITEM 11) 06/16/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: \$563,012.15

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Article 39. Option to Extend the Term of the Contract (52.217-9) (Mar 2000)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

LIST OF CHANGES:

Period Of Performance End Date changed from 18-APR-07 to 18-APR-08
Total Amount for this Award: \$4,420,932.48
Obligated Amount for this Modification: \$563,012.15
New Total Obligated Amount for this Award: \$1,181,012.15

The purpose of this modification is to exercise option period 1 of delivery order NNK06OF08D. The Government hereby exercises option period 1 for the period: April 19, 2007 through April 18, 2008, within the limits and rates specified in paragraph number 35. Contract Value, and 42. Billable Rates Schedule.

Continued ...

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) Mario F. Kishberg Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4-17-07

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-23F-0104N/NNK060F08D/000004

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
HERNANDEZ ENGINEERING

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2511/76/FC000000/325288.01.06.01.01/00/2510/76/EXCX22007D/CMO/1/2 Cost Center 76SA000 GI Account 6100.2511 Order FC000000 Amount: \$563,012.15</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ NO

5. PROJECT NO. (If applicable)

000005

See Block 16C

8. ISSUED BY

CODE KSC

7. ADMINISTERED BY (If other than Item 6)

CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

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

HERNANDEZ ENGINEERING
Attn: NONE SPECIFIED
17625 EL CAMINO REAL STE 300
HOUSTON TX 77058-3052

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
GS-23F-0104N

NNK060F08D

10B. DATED (SEE ITEM 11)

06/16/2006

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

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

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

LIST OF CHANGES:

Total Amount for this Modification: \$0.00

New Total Amount for this Award: \$4,420,932.48

The purpose of this modification is to revise Table 42 - Billable Rate Schedule (page 6) of the aforementioned task order to incorporate an additional labor category by mutual agreement of the parties. This modification incorporates the following labor category:

Redacted Pursuant to Exemption 4 of FOIA

Table 42 Billable Rate Schedule has been revised to reflect this addition.

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

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

PATRICIA HOLLINGSWORTH, CONTRACTS MANAGER

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

MARCUS OZZ

15B. CONTRACTOR/OFFEROR

P. Hollingsworth

15C. DATE SIGNED

4/30/07

16B. UNITED STATES OF AMERICA

Marcus Ozz

16C. DATE SIGNED

4/30/07

NSN 7540-01-162-8070
Previous edition unusable

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

CONTINUATION SHEET	Reference No. of Document Being Continued Solicitation Number: NNK060156666Q Task Order Number: NNK060F0SD	Page 6 of 13
Name of Quoter or Contractor: Hernandez Engineering, Inc.		

Table 42 - Billable Rate Schedule

SubCLIN A Labor Category	Hourly Rate				
	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
	6/19/2006 -	4/19/2007 -	4/19/2008 -	4/19/2009 -	4/19/2010 -
	4/18/2007	4/18/2008	4/18/2009	4/18/2010	4/18/2011

Redacted
pursuant to
exemption 4
of
FOIA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HERNANDEZ ENGINEERING Attn: NONE SPECIFIED 17625 EL CAMINO REAL STE 300 HOUSTON TX 77058-3052		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-0104N NNK060F08D	10B. DATED (SEE ITEM 11) 06/16/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$200,000.00
 See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Article 38. Option for Additional Effort Within Contract Period

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

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

LIST OF CHANGES:

Obligated Amount for this Modification: \$200,000.00
 Total Value for this Award: \$4,420,932.48

The purpose of this modification is to:

(a) Exercise CLIN 002e - Option for Additional Effort (Option Period 1), in the amount of \$200,000.00. The total obligated amount for this order has changed by \$200,000.00; from \$1,181,012.15 to \$1,381,012.15. The remaining not-to-exceed value of CLIN 002e is \$116,640.88.

(b) Correct an error in the Billable Rate Schedule (Table 42), which was updated in Continued ...

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) Anthony M. Garuvana
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED June 7, 07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-23F-0104N/NNK060F08D/000006

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 HERNANDEZ ENGINEERING

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Modification 05, to include an additional labor category. The labor category, incorporated in Modification 01, was omitted in error. The Billable Rate Schedule table is hereby revised to include the labor category.</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 76SA000/6100.2511/76/FC000000/325288.01.06.02.01/00/2510/76/EXCX22007D/CMO/1/2 Cost Center 76SA000 GI Account 6100.2511 Order FC000000 Amount: \$200,000.00</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 6 of 13

Solicitation Number: NNK060156666Q

Task Order Number: NNK06OF08D

Name of Quoter or Contractor: Hernandez Engineering, Inc.

Table 42 – Billable Rate Schedule

SUBCLIN A LABOR CATEGORY	HOURLY RATE				
	BASE PERIOD 06/19/06 – 04/18/07	OPTION PERIOD 1 04/19/07 – 04/18/08	OPTION PERIOD 2 04/19/08 – 04/18/09	OPTION PERIOD 3 04/19/09 – 04/18/10	OPTION PERIOD 4 04/19/10 – 04/18/11

(b) 4

**BEST VALUE DECISION
FOR KSC SAFETY SUPPORT SERVICES
TASK ORDER NNK06OF08D**

The subject Request for Quotations (RFQ) is for institutional safety support services under a GSA Indefinite Quantity, Indefinite Delivery (IDIQ) contract. A ten month base period with 4 one year options is planned. The RFQ was released May 5, 2006 with a closing date of May 22, 2006. The RFQ was forwarded to five (5) specific vendors:

1. Hernandez Engineering, Inc.
2. SRS Technologies
3. Washington Safety Management Solutions, LLC
4. Sverdrup
5. 3 D Research Corporation

The RFQ was amended twice, both times to address questions from potential offerors. Quotes were received from three of the five who received the RFQ:

1. Hernandez Engineering, Inc.
2. SRS Technologies
3. Washington Safety Management Solutions, LLC

Each quote was evaluated in accordance with the evaluation plan and against the following factors and significant sub-factors identified in the RFQ:

1. Project Plan
 - a. Technical approach
 - b. Personnel qualifications
 - c. Staffing plan
2. Past Performance
3. Price

The RFQ indicated that the Project Plan is somewhat more important than past performance. The sub-factors under Project Plan are listed in descending order of importance. The Project Plan and Past Performance, when combined, are approximately equal to price.

Technical Evaluation

The technical evaluators reviewed the quotations to ascertain the strengths, weaknesses, and deficiencies as defined in the Evaluation Plan for Determination of Best Value (contract file tab # 65). The results are summarized below in Table 1. The individual findings are located in Appendix 1 (contract file tab # 65).

Table 1 Summary of Technical Evaluation

Offeror	Technical Approach	Personnel Qualifications	Staffing Plan	Totals	Overall Rating
HEI					Excellent
Significant strength	1		1	2	
Strength	3	1		4	
Weakness					
Significant Weakness					
Deficiency					
Significant strength					
Strength					
Weakness					
Significant Weakness					
Deficiency					
Significant strength					
Strength					
Weakness					
Significant Weakness					
Deficiency					

Past Performance

The results of the past performance evaluation are summarized below in Table 2. The past performance evaluation report is located in Appendix 2 (contract file tab # 65).

Table 2 Summary of the Past Performance Evaluation

Quoter	Risk Rating
HEI	Low

Price

The results of the price evaluation is summarized below in table 3. The price evaluation report is located in Appendix 3 (contract file tab # 65).

Table 3 Total Evaluated Price by Year Including Total

	HEI
Base	\$705,352
Option 1	\$844,376
Option 2	\$868,861
Option 3	\$894,068
Option 4	\$919,967
Total	\$4,232,623

Other

Hernandez Engineering proposed the option of an additional employee fee sharing component to be added to each labor rate. This is proposed to be used to establish an employee incentive pool. The effect of this per labor hour is minimal and does not increase the price of Hernandez Engineering's quote above the next lowest quoter. However this option was not considered or evaluated with regard to this best value selection decision.

Summary

In summary, based on the assessment of the proposals in accordance with the evaluation criteria, Hernandez Engineering's quotation for KSC safety support service presents the best overall value for the Government. The Hernandez Engineering quote is the only quote rated excellent on technical merit, the performance risk rating has been deemed low, and the quote presents the overall lowest evaluated price.

Therefore, pursuant to the Federal Acquisition Regulations 8.4, General Services Administration (GSA) procedures for use of Multiple Award Schedules (MAS), and the best value evaluation and selection criteria of the Request for Quote (RFQ), the Contracting Officer selects Hernandez Engineering, Inc. for award.

Task Order NNK06OF08D will be awarded to Hernandez Engineering, Inc. under their GSA schedule number GS-23F-0104N.



Timothy M. Freeland
Contracting Officer

6-8-06

National Aeronautics and
Space Administration
John F. Kennedy Space Center
Kennedy Space Center, FL 32899



Reply to Attn of: **OP-OS**

June 19, 2006

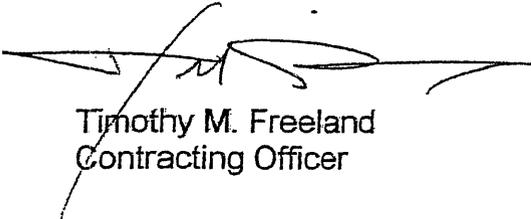
Hernandez Engineering, inc.
Attn: Mike Hernandez
17625 El Camino Real, Suite 300
Houston, TX 77058

SUBJECT: Contract Award NNK06OF08D – KSC Institutional Safety Support Services

Hernandez Engineering, Inc. has been awarded subject task order, NNK06OF08D, for Institutional Safety Support Services to Kennedy Space Center (KSC). The effective date of the contract is June 19, 2006.

In accordance with provision 1852.223-73 Safety and Health Plan (Nov 2004), you are requested to submit one original and one copy of your Safety Plan no later than July 21, 2006.

Marcus Orr will be taking over the administration of this task order. If you experience any difficulties in fulfilling the contractual requirements of above-referenced task order, or should you have any questions, please contact Mr. Orr at (321) 867-0849.



Timothy M. Freeland
Contracting Officer

cc:

R. Tilley/SA-E
M. Orr/OP-OS

Name of Quoter or Contractor:

the Commercial Services Office; KSC; Attention: Code GG-B1. An information copy shall be furnished to the Procurement Office; KSC; Attention: Code OP-OS/Marcus Orr.

51. Protests to NASA (1852.233-70) (Oct 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

52. Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)

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

(a) Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2006)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)
- 52.227-1 Authorization and Consent (Jul 1995) (Alt I) (Apr 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
- 52.243-3 Changes – Time and Material or Labor Hours (Sep 2000)
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201)

(b) NASA FAR Supplement (NFS) (48 CFR Chapter 18) Clauses

- 1852.215-84 Ombudsman (Oct 2003) (Alternate I) (Jun 2000)
Insert: Mr. James E. Hattaway, Jr., Kennedy Space Center, Mail Code: AA-B, Kennedy Space Center, FL 32899
Telephone Number: (321) 867-2346, FAX: (321) 867-8807, Email: James.E.Hattaway@nasa.gov
- 1852.219-76 NASA 8 Percent Goal (Jul 1997)
- 1852.223-70 Safety and Health (Apr 2002)
- 1852.223-73 Safety and Health Plan (Nov 2004)
- 1852.223-75 Major Breach of Safety or Security (Feb 2002) (Alt I) (May 2002)
- 1852.225-70 Export Licenses (Feb 2000)
Insert: John F. Kennedy Space Center
- 1852.237-73 Release of Sensitive Information (Jun 2005)
- 1852.237-72 Access to Sensitive Information (Jun 2005)
- 1852.242-70 Technical Direction
- 1852.242-72 Observance of Legal Holidays (Aug 1992) (Alt I) (Sep 1989) (Alt II) (Oct 2002)
- 1852.245-71 Installation – Accountable Government Property (Jun 1998)
- 1852.245-77 List of Installation – Accountable Property and Services (Jun 1998) IT Security (Jul 2002)
Insert: (b)(1) not applicable; (f) Administrative desktop computer seat

53. Instructions to Quoters

General Information

To aid in evaluation, quotes shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the quoter, the date, and

Name of Quoter or Contractor:

the solicitation number to the extent practicable.

All contractual and technical questions must be in writing (e-mail or fax) to Timothy Freeland at timothy.freeland-1@nasa.gov not later than May 12, 2006 at 2:00 pm Eastern Standard Time. Telephone questions will not be accepted.

Overall Arrangement of Quotes

The quote shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of each volume and the required packaging and grouping is also shown below.

- Volume I – Project Plan (total copies required: 3)
- Volume II – Past Performance Plan (total copies required: 3)
- Volume III – Cost/Pricing Plan (total copies required: 1)

Copy No. 1 of the quote shall contain the signed original of all documents requiring signature by the quoter. Use of reproductions of signed originals is authorized in all other copies of the quote.

Prospective quoters are cautioned against discussing the preparation of their quote or technical questions with Government technical personnel. The circumstances of such a contact, when verified, may result in non-consideration of the quoter's quote. Accordingly, all communications prior to award shall be directed to the Contract Officer whose name and telephone number appear in Block 7 of the cover page (SF1449).

(a) Volume I – Project Plan

- (1) The Project Plan consists of the quoter's technical and business management aspects of the acquisition. Because the Project Plan will be evaluated against the evaluation criteria stated in *No. 54: Evaluation Factors for Award* of this solicitation, it should be specific and complete in every detail.
- (2) The plan should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what the quoter will do to satisfy the requirements of the Statement of Work. In order that the Project Plan may be evaluated strictly on the merit of the material submitted, no contractual cost/price information is to be included in the plan. While estimated labor hours will provide clarity, they shall be quoted in labor hour figures only, with no indication as to the cost of these labor hours. The plan is limited to twelve (12) pages and as a minimum should include:
 - (i) A short discussion of the technical and business management approach and methodology for providing overall performance and customer satisfaction for each task described in the SOW.
 - (ii) If specific personnel are identified as part of the staffing plan, provide résumés, including a description of their relevant experience, expertise and/or educational qualifications. Identify whether the individual worked on any of the contracts identified in your past performance volume and, if so, in what capacity and how that work is relevant to this proposed contract. Provide the same information for specific subcontractors or consultant(s) proposed to accomplish a significant portion of the work.
 - (iii) Staffing plan by each task described in the SOW showing annual labor hours by labor categories. Explain rationale for staffing levels. Include position descriptions for each labor category, including experience, expertise and/or educational qualifications you would require for personnel and/or subcontractors or consultants filling these positions.

Name of Quoter or Contractor:

Based upon historical experience, the Government's estimated staffing plan to complete the seven SOW tasks is as follows:

Labor Classification	Hours Per Year						
	Construction	Facilities	Mishaps	Explosives	Engineering	Consultation	Awareness
Project Management	188	470	188	188	188	470	188
Safety Engineering	0	0	0	0	1880	0	0
Data Management	0	0	1880	0	0	0	0
Safety Program Management Support	2256	940	0	940	0	564	940

Quoter shall assume the nature, level and mix of work will remain constant for the duration of the contract, including options. Quoter shall propose the skill mix/staffing that reflects the quoter's approach to accomplish the seven SOW tasks.

(b) Volume II – Past Performance

The Past Performance information is limited to 8 pages. As a minimum, it should include the following:

- (i) A brief narrative detailing the firm's relevant experience in the institutional safety arena and knowledge in the application of OSHA and NASA safety policies specifically in the area of construction project safety, facility safety program support, occupational safety incident investigation, explosive safety management, facility assurance/hazard analysis, safety consultation and safety awareness.
- (ii) Past performance information for the three (3) most relevant contracts performed within the last five years. Submittal shall identify the following for each contract:
 - (A) Customer
 - (B) Contract number
 - (C) Performance period
 - (D) Contract type
 - (E) Total contract value
 - (F) Technical contact and phone number
 - (G) Business contact and phone number (Contracting officer if with a Federal agency)
 - (H) Synopsis of work performed
 - (I) Explain what aspects of the contracts are deemed relevant to the proposed effort.
 - (J) Identify proposed personnel that participated in cited contracts and their role.
- (iii) This information is required of the quoter and all subcontractors and/or consultants proposed to perform significant aspects of the proposed effort.
- (iv) The government will use data provided by each quoter in this volume and data obtained from other sources in the evaluation of past and present performance.

(c) Volume III – Cost/Pricing Plan

(1) The cost plan shall be presented in two parts as follows:

- (i) Part 1 – Estimated Cost of Performance (for evaluation purposes only)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

Offeror shall complete the following table (next page) based upon the staffing plan reflected in Volume I and utilizing the applicable rates from Table 42, "Billable Rate Schedule."

CONTINUATION SHEET

Reference No. of Document Being Continued
Solicitation Number: NNK060156666Q

Name of Quoter or Contractor:

Labor Category	Basic Staffing Level (hours)	Within Period Option Hours (basic hours x 0.6)	Total Hours (basic + option)	Labor Rate (from Table 42)	Total Prices
Base Period					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
Subtotals					

Option 1					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
Subtotals					

Option 2					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
Subtotals					

Option 3					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
Subtotals					

Option 4					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
[Labor Category Name]					
Subtotals					

Grand Totals					
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Note: Embedded Excel spreadsheet, double click to edit

Name of Quoter or Contractor:

The Government may determine that a quote is unacceptable if the subsequent period option prices are materially unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(ii) Part 2 – Billable Rate Schedule

Quoter shall complete Table 42, Billable Rate Schedule on page 6 with a list of the labor categories and their fixed, billable hourly rates to be utilized under this contract (should be the same as presented in the table in Part 1 above). If the rates in Table 42 differ from those on the offeror's GSA schedule, the basis of the difference shall be explained.

(2) Other Cost Plan Instructions

- (i) The Cost/Pricing Plan should provide adequate cost/pricing information necessary to support issuing a Time and Material – Not to Exceed (NTE) order.
- (ii) The quoter shall complete:
 - (A) Cover Page (SF1449)
 - (i) Block 17a and 17b (if applicable)
 - (ii) Block 30a, 30b, and 30c
 - (B) Table in No. 42, Page 6: Billable Rate Schedule
 - (C) The quoter shall complete the information below:
 - (i) Federal Taxpayer or Employer Identification No. (TIN/EIN): [Insert Text]
 - (ii) Data Universal Number System (DUNS): [Insert Text]
 - (iii) Commercial and Govt. Entity (CAGE) Code: [Insert Text]
 - (iv) GSA Contract No.: [Insert Text]

54. Evaluation Factors for Award

- (a) The Government plans to use the tradeoff process described in FAR 15.101-1 in the evaluation of quotes. This process allows the Government to consider award to other than the lowest price quoter when, in its judgment, a higher priced quote provides benefits that merit the additional cost. The simple fact that a higher cost quote is rated higher than lower cost quotes does not necessarily justify award. The benefits of a higher rated, higher cost quote must be judged to be sufficient to warrant the higher cost and the amount of the higher cost must be judged to be both reasonable and "worth" the benefits.

The evaluation factors and significant sub-factors that will affect contract award are as follows:

- (i) Project Plan
 - (A) Technical approach
 - (B) Personnel qualifications
 - (C) Staffing plan
- (ii) Past Performance
- (iii) Price

- (b) The Project Plan is somewhat more important than past performance. The sub-factors under Project Plan are listed in descending order of importance. The Project Plan and Past Performance, when combined, are approximately equal to price.

NNK06OF08D

Bidders list

- 3D Research Corporation
- Hernandez Engineering, Inc
- SRS Technologies
- SVERDRUP Technologies, Inc
- Washington Safety Management Solutions

List of companies that submitted proposals

- Hernandez Engineering, Inc.
- SRS Technologies
- Washington Safety Management Solutions