

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. MODIFICATION NO. <b>AS01</b>	3. EFFECTIVE DATE <b>SEE BLOCK 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)	
6. Issued By Code <b>9F</b> <b>GENERAL SERVICES ADMINISTRATION ENTERPRISE GWAC CENTER 9988 HIBERT STREET, SUITE 310 SAN DIEGO, CA 92131</b>	7. ADMINISTERED BY (If other than Item 6) Code			
8. Name and Address of Contractor (No., street, county, State and ZIP Code)  <b>DYNAMICS RESEARCH CORPORATION 2650 PARK TOWER DRIVE, SUITE 400 VIENNA, VA 22180</b>		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 23383 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>GS00T07NSD0051</b>	
			10B. DATED (SEE ITEM 13) <b>8/03/2007</b>	

**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.

Offer's 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)  
NA

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

(3)	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 :
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : <b>Mutual Agreement of the Parties</b>
	D. OTHER (Specify type of modification and authority)

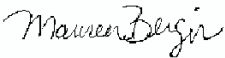
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return **2** copies to the issuing office.

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

This modification is hereby issued to (1) remove the separate CLIN requirement for the Contract Access Fee; (2) incorporate the revisions to FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour-Contracts (AUG 2005) as stated in the solicitation's last paragraph of Section B.7.4; (3) change the GWAC Ombudsman official in Section G.5; (4) identify the Contactor Administrative Reporting system in Section G.9.7; (5) update the clauses in Section I.2; and (6) correct Section J, Attachment 3 date.

(See Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Maureen Bergin Contracts Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>MARY CATHERINE BEASLEY CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR    (Signature of person authorized to sign)	15C. DATE SIGNED <b>08/10/2007</b>	16B. UNITED STATES OF AMERICA  BY _____  (Signature of Contracting Officer)	16C. DATE SIGNED

ALLIANT BASIC CONTRACT  
MODIFICATION NUMBER: AS01

1. Replace Section B.5, CONTRACT ACCESSS FEE, in its entirety as follows:

“The CAF is  $\frac{3}{4}$  of a percent (i.e., 0.0075) to be applied to the total price/cost for contractor performance as billed to the Government.

The formula is: Total CAF = Total Price/Cost \* CAF Percentage.

The total CAF collected per Order will be capped at a set amount to be determined by the Government. For more information on this cap, please see the Alliant website (<http://www.gsa.gov/alliant>).

The Contractor remits the CAF to GSA in accordance with Section G.9.5 Contract Access Fee (CAF) Remittance.”

2. Delete the last paragraph of Section B.7.4, Time and Materials and Labor-Hour, which states “The ACO reserves the right to incorporate any revisions to FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour-Contracts (AUG 2005) by modification to the Basic Contract” in its entirety.

3. Replace Section B.7.4.1., Subcontracting Payments on T&M and L-H Orders in its entirety to be in accordance with the new T&M/L-H provisions as follows:

“B.7.4.1 Payment and Proposal Requirements on T&M and L-H Orders

For payments on T&M/L-H Orders, Contractors are subject to FAR 52.232-7. For proposal requirements on T&M/L-H Orders, the OCO must determine one of the following conditions and include the appropriate provision in each T&M and L-H Order solicitation:

With Adequate Price Competition:

- (1) Pursuant to FAR 52.216-29, if price is expected to be based on adequate price competition, the Contractor must provide “separate and/or blended” Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.
- (2) For the Department of Defense, pursuant to FAR 52.216-29 with DFARs 252.216-7002, Alternate A, if price is expected to be based on adequate price competition, the Contractor must only provide “separate” Loaded Hourly Labor Rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.

Without Adequate Price Competition:

- (1) Pursuant to FAR 52.216-30, if price is not expected to be based on adequate price competition, the Contractor must identify and provide "separate" Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate."

**4. Replace Section B.7.4.2. Materials on T&M Orders in its entirety to be in accordance with the new T&M/LH payments clause as follows:**

**"B.7.4.2 Materials on T&M Orders**

"Direct Materials" on T&M Orders are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

"Materials" on T&M Orders mean—

- (1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- (2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- (3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
- (4) Applicable indirect costs.

Pursuant to FAR 16.601(b)(2), materials are to be provided at actual cost except as provided for in 31.205-26(e) and (f).

The OCO must identify a not-to-exceed materials ceiling under a separate CLIN on the Order."

**5. Replace Section B.7.4.3. Indirect Costs Under T&M Orders, in its entirety as follows:**

**"B.7.4.3 Indirect Costs Under T&M Orders**

The Prime Contractor may include reasonable and allocable indirect costs to the extent they are clearly excluded from the Prime Contractor's Loaded Hourly Labor Rates in accordance with the Prime Contractor's usual accounting practices consistent with FAR 31.2."

**6. Revise the last paragraph of Section G.5, GWAC OMBUDSMAN, as follows:**

The Ombudsman is:

Suzanne M. Neurauter  
Office of the Chief Acquisition Officer  
U.S. General Services Administration  
1800 F Street, N.W.  
Washington, DC 20405

**7. Replace the first paragraph of Section G.9.7., Contractor Administrative Reporting, with the following first paragraph:**

"The following defines the administrative reporting requirements under the Basic Contract. All of the reporting data specified here shall be provided electronically to the designated ACO. The electronic system for the reporting requirements will be the GWAC Management Module and is subject to change during the life of the contract. The GWAC Management Module is an extension of the existing IT Solutions Shop system which is located at <http://itss.gsa.gov>. The Contractor is required to register within the system within five days notification by the ACO. If the Contractor is already registered in the system, they must request access to the GWAC Management Module via their registration profile or by contacting the registration desk within five days notification by the ACO. The types of reporting data required are as follows:"

8. Add to Section H.1, Provisions Incorporated by Reference at Order Level, as follows:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION  (Note: If DoD, use DFARS 252.216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	FEB 2007			x
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			x

9. Replace FAR 52.232-7 Payments Under Time and Materials and Labor Hour Contracts (AUG 2005), 52.232-7, Alternate I (MAR 2000), and 52.232-7, Alternate II (FEB 2002) with the following clauses under Section I.2, FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998):

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007			x
52.232-7	ALTERNATE I	FEB 2007			x

10. Update the following clauses in Section I:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006	x	x	x
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	x	x	x
52.222-26	EQUAL OPPORTUNITY	MAR 2007	x	x	x

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.225-3	BUY AMERICAN ACT - FREE TRADE AGREEMENTS - ISRAELI TRADE ACT	NOV 2006	x	x	x
52.225-5	TRADE AGREEMENTS	NOV 2006	x	x	
52.244-2*	SUBCONTRACTS	JUNE 2007	x	x	x
52.244-2	ALTERNATE I	JUNE 2007		x	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007	x	x	x
52.245-1	GOVERNMENT PROPERTY	JUNE 2007	x	x	x
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007	x		
52.245-4	RESERVED				
52.245-5	RESERVED				

11. Delete the following clauses in Section I:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.245-2	ALTERNATE I	APR 1984	x		
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993	x	x	
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984	x	x	x

12. Correct date in Section J, List of Attachments, Attachment 3 to read:

Attachment 3: Cost/Price - Contractor Site (Contractor's Cost/Price-Contractor Site - Contractor's Proposal dated 11/17/06 is incorporated herein by reference.)

**From:** [paul.martin@gsa.gov](mailto:paul.martin@gsa.gov)  
**To:** [tommy.thomas@gsa.gov](mailto:tommy.thomas@gsa.gov); [paul.martin@gsa.gov](mailto:paul.martin@gsa.gov);  
[paul.martin@gsa.gov](mailto:paul.martin@gsa.gov)  
**Subject:** Rescind Modification AS01  
**Date:** Friday, August 31, 2007 4:11:00 PM

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Dear Alliant Industry Partner:

This is to notify you that Modification AS01 is hereby rescinded. Contract Terms and Conditions remain unchanged.

If you have any questions, please call your respective ACO for the Alliant Contract.

Thank you.

PAUL MARTIN  
Senior Contracting Officer

U.S. General Services Administration  
Federal Acquisition Service- Enterprise GWAC Center  
9988 Hibert Street, Suite 310  
San Diego, CA 92131  
858-530-3176