

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) VICTORY GLOBAL SOLUTIONS INC 5950 SYMPHONY WOODS STE 514 COLUMBIA MD 21044-3587		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 12K55 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11FF49B	
		10B. DATED (SEE ITEM 13) 10/01/2010	

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)

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) FAR 52.212-4(c) - Contract Terms and Conditions - Commercial Items
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 4 _____ copies to the issuing office.	

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

The purpose of this modification is to implement the Federal Acquisition Circular (FAC) 2005-45 which amends the Federal Acquisition Regulation (FAR) Part 19 which changed thresholds for certain contract actions.

Accordingly, the total value of the contract is increased from \$3.5 Million to \$4 Million.

All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) ANGELA A. BROWN, CEO & PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lashawn K. Davis
15B. CONTRACTOR/OFFEROR angela Brown (Signature of person authorized to sign)	15C. DATE SIGNED 3/9/11
16B. UNITED STATES OF AMERICA Lashawn K. Davis (Signature of Contracting Officer)	16C. DATE SIGNED 3/3/11

Justification to increase the threshold for 8(a) contracts from \$3.5M to \$4M

Background:

Since SEWP II, NASA and the Small Business Administration have had a Partnership Agreement to award directly to 8(a) contractors. In this vein, NASA SEWP has done whatever was necessary to further its participation in the growth of small businesses in the IT environment. In doing so SEWP has awarded many 8(a) non-competitive contracts in support of these initiatives. Some of these 8(a) contract holders have become very successful in the IT industry and SEWP.

Methodology:

In reaching out to the 8(a) community, SEWP has utilized several of the prime contract holders, who have a Mentor-Protégé' relationship with 8(a)s. Copper River, an Alaskan Native company, was one of the company's that had an excellent relationship with another SEWP prime contractor holder, has shown lots of potential and is very active in the IT community. Vaztech and Victory Global Solutions were two 8(a)s that were unsuccessful in the major SEWP IV competition. In debriefing, it was found that these companies did not have the experience to be successful as a major SEWP contract holder, but had lots of potential to grow and could be excellent candidates for our 8(a) initiatives. PSI Technology who was very active at NASA Johnson Space Flight Center was also chosen.

Through the award of these non-competed contracts, Vaztech, Victory Global and Copper River had reached their \$3.5M contracts threshold limits and were awarded new contracts in October, 2010. PSI Technology was successful and would be a strong candidate for the SEWP V Program and has graduated from the 8(a) program.

Justification:

The 8(a) non-competed contract ceilings are fairly small in comparison with the basic SEWP contracts contract ceilings. The 8(a) contracts are for services that compliment the IT products sold on the basic SEWP contracts. When services are needed, in most instances, the dollar amount of the delivery order is large or a lot larger than a basic delivery order. Government customers could be hesitant to use the SEWP non-competed 8(a) contracts because their orders could exceed the current threshold limitations of \$3.5M. A typical delivery order against these contracts averages around \$1M.

Increasing the current contract threshold from \$3.5M to \$4M would allow for greater use of the 8(a) contracts and ensure that Government requirements can be met more effectively and efficiently.



Darlene E. Coen,

Deputy Program Manager

SEWP Program Office



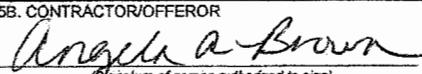
Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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CODE 1ZK55	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG11FF49B	10B. DATED (SEE ITEM 13) 10/01/2010
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<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.			
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			

The purpose of this modification is to update and provide additional clauses to the contract.

See page 2 accordingly,

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) Angela A. Brown, CEO & President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Natesa Robinson	
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 05/23/11	16B. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 5/25/11

Victory Global Solutions

NNG11FF49B

Modification 2

Page 2 of 3

The contract is being updated and revised as follows:

1. The following Clause is being updated as follows:

SECTION II. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (52.212-5) (APR 2011) Updated from (JUL 2010)

2. The following Clauses are being added to the contract:

52.223-15 Energy Efficiency in Energy-Consuming Products.

As prescribed in 23.206, insert the following clause:

ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) *Definition.* As used in this clause—

“Energy-efficient product”—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

3. All other terms and conditions of the contract remain unchanged.

END OF MODIFICATION

- (1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
 - (2) Otherwise approved in writing by the Contracting Officer.
- (d) Information about these products is available for—
- (1) ENERGY STAR® at <http://www.energystar.gov/products>; and
 - (2) FEMP at http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html.

(End of clause)

52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

As prescribed in 23.706(b)(1), insert the following clause:

IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

(a) *Definitions.* As used in this clause—

“Computer monitor” means a video display unit used with a computer.

“Desktop computer” means a computer designed for use on a desk or table.

“Notebook computer” means a portable-style or laptop-style computer system.

“Personal computer product” means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see www.epeat.net.

(End of clause)

3. All other terms and conditions of the contract remain unchanged.

END OF MODIFICATION