

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000086	3. EFFECTIVE DATE 09/10/2010	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Carol Terrell/PS33 MSFC Procurement Office Phone: 256-544-6710 Fax: 256-544-8993 Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G I S Attn: John Vitale 8198 TERMINAL RD STE 204 LORTON VA 22079-1141			9A. AMENDMENT OF SOLICITATION NO. (x)		
CODE OTL97			FACILITY CODE		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS07F0352K H34723D		
			10B. DATED (SEE ITEM 13) 08/06/2001		

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)  
N/A

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 data, 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: FAR 43.103 (a) and mutual agreement of both parties.
	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 AMENDMENT/MODIFICATION (Organized by DOI - section headings, including acquisition contract subject matter where feasible.)

Modification 86 definitizes a proposal, increases contract value, modifies Performance Work Statement, modifies Attachment 8A as a result of additional requirement.

Delivery Location Code: MSFC  
NASA/Marshall Space Flight Center  
Marshall Space Flight Center AL 35812

The purpose of this modification is to:

(1) definitizes a proposal for security services for Deep Horizon Blowout Preventer for September 12, 2010 thru October 31, 2010 (2) increases the contract value as a result of 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) CURTIS L. WREN JR PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) A. Carol Terrell
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 9/10/2010

# ATTACHMENT 1

## NASA Order H-34723D Modification 86

Standard Form 30; Block 14

	<u>FFP Lump Sum Amount</u>	<u>Max ID/IQ Qty</u>	<u>Sum Allotted</u>
Previous Amount :	\$ 47,249,148.35	\$ 22,052,600.00	\$67,327,127.07
Revised this mod:	<u>\$ 133,255.20</u>	<u>\$ -0-</u>	<u>\$ - 0 -</u>
Revised Total:	\$ 47,382,403.55	\$ 22,052,600.00	\$67,327,127.07

1. The purposes of this modification are to:

- (a) definitize a proposal for security services for Deep Horizon Blowout Preventer.
- (b) increase contract value; thereby increasing the FFP value in the amount of \$133,255.20
- (c) modifies the Performance Work Statement to include additional requirement.
- (d) Add Labor Rates for Security Guard Services for Deep Horizon Blowout Preventer.

2. The following paragraphs have been modified. Slip-sheets to the delivery order are provided with sidebars indicating change.

- Clause 1a. Firm Fixed Price Contract Extension (Effective September 1, 2006) is revised to incorporate the value associated with definitization of the proposal and the extension.
- Clause 2a. Limitation of Funds (Effective September 1, 2006) is revised to add cost of additional requirement.
- Performance Work Statement (Adds Page 1-16A)
- Attachment 8A

3. All other terms and conditions of H34723D remain unchanged.

4. Contractor's Statement of Release – In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal listed below, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change and/or contractor proposal, and for such additional obligations as may be required by this modification.

**SUPPLIES OR SERVICES AND PRICES/COSTS****1. FIRM FIXED PRICE (Effective through August 31, 2006)**

A. The total firm-fixed price of this GSA order for the applicable period is as follows:

<u>ORDERING PERIOD</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>
Base Period	08/06/01- 08/31/02	\$3,282,198

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED Price</u>	<u>Status of Options</u>
Option No. 1	09/01/02 – 08/31/03	<u>\$4,157,146</u>	Exercised
Option No. 2	09/01/03 - 08/31/04	<u>\$4,632,366</u>	Exercised
Option No. 3	09/01/04 - 08/31/05	<u>\$5,489,056</u>	Exercised
Option No. 4	09/01/05 - 08/31/06	<u>\$5,589,365</u>	Exercised

C. The summation of the ID/IQ Task Orders for the current GSA order including Base period plus all four options is \$1,182,323.50.

D. The total contract value for this GSA order including firm-fixed price portion plus the ID/IQ requirements for the basic period plus all four options is \$24,332,454.50.

**1a. FIRM FIXED PRICE (FFP) CONTRACT EXTENSION****(EFFECTIVE SEPT. 1, 2006)**

(a) The total firm-fixed price of this contract extension is \$20,032,711.74

(b) The following reflects the current contract prices of the individual contract line item numbers (CLIN).

EXTENSION CLIN NUMBER	PERIOD COVERED	DESCRIPTION	FFP*
EX CLIN 1, 2, 3, 4	09/01/2006 thru 10/31/2010	Mission Services Base ; Opt 1; Opt 2 ; Opt 3; Opt 4 plus (49 mos)	\$20,032,711.74
EX CLIN 11	06/01/2008 thru 10/31/2010	Firm-Fixed Price (29 Mos)	\$15,666,161.74 **
EX CLIN 6, 7, 8, 9, 10 and 12	09/01/2006 thru 10/31/2010	ID/IQ Summation of Task Orders (50 mos)	\$20,870,276.71***
EX CLIN 12	06/01/2008 thru 10/31/2010	IDIQ EX CLIN 12 (29 mos)	\$15,667,823.71 ****

- **\*Includes summation of FFP Contract Extension (All 49 Mos).**
- **\*\*Includes summation of FFP EX CLIN 11 Contract Extension from Mod 55 thru Mod 85.**
- **\*\*\*Includes summation of all Task Order Extensions against H-34723D.**
- **\*\*\*\*Includes summation of IDIQ EX CLIN 12 only. (29 mos).**

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional contract funds.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for the rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.  
(End of Clause)

**2a. LIMITATION OF FUNDS (Effective September 1, 2006)**

(a) Of the total price of the services identified as FFP, the sum of \$42,959,621.07 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

**SCHEDULE FOR ALLOTTMENT OF FUNDS**

<u>Date</u>	<u>Amounts</u>
October 15, 2010	\$925,564.20

**NOTE:** Clause 2a. Limitation of Funds (Effective September 1, 2006) shall include funds for task orders issued against D.O. H-34723D.

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

7.20.16 The Contractor shall be required to provide two full time security guard positions (24 hours per day/7 days per week/365 days per year) for protection of the Deep Horizon Blowout Preventer arriving at MAF Sunday, September 12, 2010. This is a MAF specific requirement to be provided under the current contract to be invoiced monthly as a separate item for tracking cost. All facility requirements will be provided by the Government.

Page 7 redacted for the following reason:

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(b)(4)