

TPA = 02

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

01

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

59

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

See page 8

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

PS-31/MEE

7. ADMINISTERED BY (if other than Item 6)

CODE

PS-31

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

Ben Henson/(256) 544-8158
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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and Zip Code)

EG&G Technical Services, Inc.
900 Clopper Road
Gaithersburg, MD 20878

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-10F-0038M/H36049D

10B. DATED (SEE ITEM 13)

CODE

Cage Code 34157

FACILITY CODE

SAP 112857

Effective Date August 1, 2003

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)

See page 8

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

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 43.103b) AND PS-OWI-05, Clause 22 Award Term, and The determination and Findings November 17, 2005.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.222-43 and FAR 43.103(a)

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.)

| | Total Fixed Price, FFP Lump Sum | Potential Contract Val. Lump Sum | Total Not-to-Exceed FFP IDIQ | Not-to-Exceed Contract Value Adding IDIQ Amt. | Total Sum Allotted FFP Lump Sum Funding Amt. |
|-------------------|---------------------------------|----------------------------------|------------------------------|---|--|
| Prev. Base Total | (b)(4) | \$62,054,842 | \$40,495,120 | \$79,429,822 | \$41,264,205 |
| This Modification | --- | \$ -0- | \$ 7,000,000 | \$11,445,606 | \$ -0- |
| New NTE Amount | --- | \$62,054,842 | \$47,495,120 | \$90,875,428 | \$41,983,205 |

SEE PAGE 2 FOR DESCRIPTION OF CHANGES

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)

David A. Josco, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

A. The purpose for this modification is to: (1) conform the contract to reflect Award Term Period 1 that was earned by the contract in Modification 27; (2) reflect changes in the contract values consistent with Award Term Period 1 including an increase of the current Lump-Sum contract value by \$4,445,606 to \$43,380,308; an increase the current IDIQ not-to-exceed contract value by \$7,000,000 to \$47,495,120; and increase in the current Not-to-Exceed contract value increases by \$11,445,606 to \$78,652,580; (3) reflect an extension to the period of performance consistent with Award Term Period 1 which extends the contract term through February 28, 2009.

B. Clause 2, Firm-Fixed-Price for Lump Sum, paragraph A, is changed to reflect the new total Firm-Fixed-Price Lump Sum price of this GSA order through February 28, 2009, of (b)(4)

C. Section 2, Clause 4 (A), page 10, entitled "Period of Performance," is changed to read through February 28, 2009, and to reflect that Award Term Period 1 is being exercised by modification 59

F. The table in Paragraph B providing option and award term periods is hereby deleted in its entirety and replaced by the following:

| OPTION/AWARD TERM PERIOD COVERED | POP BEGIN DATE | POP END DATE | EXERCISED | FIRM FIXED PRICE LUMP SUM |
|---|----------------|--------------|-----------|---------------------------|
| Option No. 1 | 08/01/06 | 07/31/07 | Mod 33 | (b)(4) |
| Option No. 2 | 08/01/07 | 07/31/08 | Mod 54 | |
| Award Term Period 1 | 08/01/08 | 02/28/09 | Mod 59 | |
| Award Term Period 2 | 03/01/09 | 09/30/09 | | |
| Award Term Period 3 | 10/01/09 | 04/30/10 | | |
| Award Term Period 4 | 05/01/10 | 11/30/10 | | |
| Award Term Period 5 | 12/01/10 | 07/31/11 | | |
| Total Potential FFP Lump Sum Including Base Years A, B, and C | | | | |

C. As a result of the foregoing changes, the following pages are deleted and the corresponding changes are substituted/added. Replacement pages are provided as appropriate. Specific changes are shown in bold text and/or by a change bar in the right margin.

| Pages Deleted | Pages Substituted/Added |
|--------------------|-------------------------|
| Section 2, page 8 | Section 2, page 8 |
| Section 2, page 10 | Section 2, page 10 |

D. All other terms and conditions remain the same.

2. FIRM-FIXED-PRICE FOR LUMP SUM

- A. The total Firm-Fixed-Price (FFP) Lump Sum of this GSA order for the base period from the effective date through **February 28, 2009** is: (b)(4) This total includes phase-in costs and phase in adjustment for base year A, Base Years A, B, C, Option No. 1, HSPD-12 implementation, Wage Determination/Collective Bargaining Agreement (CBA) adjustments for Option No. 1, Option No. 2, and negotiated increase for IT Security Implementation.
- B. If the Government exercises any options or awards any of the award-term periods 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:

| OPTION/AWARD TERM PERIOD COVERED | POP BEGIN DATE | POP END DATE | EXERCISED | FIRM FIXED PRICE LUMP SUM |
|---|-----------------------|---------------------|------------------|----------------------------------|
| Option No. 1 | 08/01/06 | 07/31/07 | Mod 33 | (b)(4) |
| Option No. 2 | 08/01/07 | 07/31/08 | Mod 54 | |
| Award Term Period 1 | 08/01/08 | 02/28/09 | Mod 59 | |
| Award Term Period 2 | 03/01/09 | 09/30/09 | | |
| Award Term Period 3 | 10/01/09 | 04/30/10 | | |
| Award Term Period 4 | 05/01/10 | 11/30/10 | | |
| Award Term Period 5 | 12/01/10 | 07/31/11 | | |
| Total Potential FFP Lump Sum Including Base Years A, B, and C | | | | |

2A. EARNED AWARD TERM PERIODS

1. Based on the Findings and Determination of the Award Term Board, the following Award Term Periods have been earned by the contractor and shall be added to the end of the contract period of performance.

| PERIOD EARNED | DATES | EARNED MOD |
|----------------------|----------------------|-------------------|
| Award Term Period 1 | 08/01/08 -- 02/28/09 | Mod 27 |
| Award Term Period 2 | 03/01/09 -- 09/30/09 | Mod 42 |
| Award Term Period 3 | 10/01/09 -- 04/30/10 | Mod 57 |

3. LIMITATION OF FUNDS

- A. Of the total price of the services identified as lump sum, the sum of **\$41,983,205** is presently available for payment and allotted to this GSA order through **November 30, 2008**. 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 ALLOTMENT OF FUNDS

| <u>Date</u> | <u>Amounts</u> |
|--------------|----------------|
| May 23, 2008 | \$21,369.00 |

*NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERYS WITH FUND CITATIONS ON EACH ORDER

- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this order, the Contractor incurs additional costs or is delayed in the performance of the work under this order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices (where applicable) of the items to be delivered, or in the time of delivery, or both.
- F. The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional order 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 paragraph (m) of FAR Clause 52.212-4. 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 3.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 order pursuant to paragraph (l) of FAR Clause 52.212-4.

(End of Clause)

4. PERIOD OF PERFORMANCE

- A. The period of performance of this GSA order shall be from the effective date through **February 28, 2009**.
- B. In the event the Government elects to exercise option(s) or awards the contractor award-term periods pursuant to the terms of this GSA order, the period of performance for each option or award-term period shall be as set forth below:

| <u>Option/ Award-Term</u> | <u>Exercised</u> | <u>Period of Performance</u> |
|----------------------------------|-------------------------|---|
| <u>Period No.</u> | | |
| 1 | Modification 33 | August 1, 2006 – July 31, 2007 * |
| 2 | Modification 45 | August 1, 2007 – July 31, 2008 |
| Award Term 1 | Modification 59 | August 1, 2008 – February 28, 2009 |
| Award Term 2 | | March 1, 2009 – September 30, 2009 |
| Award Term 3 | | October 1, 2009 – April 30, 2010 |
| Award Term 4 | | May 1, 2010 – November 30, 2010 |
| Award Term 5 | | December 1, 2010 – July 31, 2011 |