

TPA = 02

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
01

PAGE OF PAGES
1

AMENDMENT/MODIFICATION NO.
26

3. EFFECTIVE DATE
NOV 16 2005

4. REQUISITION/PURCHASE REQ. NO.
N/A

5. PROJECT NO. (If applicable)

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

CODE
PS-31/MEE

7. ADMINISTERED BY (If other than Item 6)
Robert F. Whiteley
256-544-0418 (Voice)
256-544-3223 (Fax)

CODE
PS-31

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)

N/A

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Section I of the Order, and FAR 43.103(a)

D. OTHER (Specify type of modification and authority)

**"EXECUTED COPY
FMO KOR OFFICIAL"**

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 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	Total Not-to-Exceed FFP IDIQ	Total Not-to-Exceed Contract Value	Total Sum Allotted
Prev. Base Total	\$22,449,877	\$24,122,577	\$46,572,454	\$20,016,637.50
This Modification	<u>-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$ -0-</u>
New NTE Amount	\$22,449,877	\$24,122,577	\$46,572,454	\$20,016,637.50

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)

Robert F. Whiteley

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

NOV 16 2005

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

11/16/05

(Signature of person authorized to sign)

(Signature of Contracting Officer)

7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA

FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

Pursuant to Procurement Notice 04-05 dated June 21, 2005, the first purpose of this modification is to incorporate NASA FAR Supplement (NFS) Clause 1852.237-72, Access to Sensitive Information, and NFS Clause 1852.237-73, Release of Sensitive Information, into delivery order, H36049. These NFS clauses were released in the Federal Register on June 21, 2005 but are not yet reflected in the NFS. The second purpose of this modification is to make changes to Clause 31 of Section 2, titled Key Personnel, to reflect current employees and their positions. Therefore, H36049 is modified as follows:

- A. Section I titled "Addenda To SF 1449" is revised to in order to reflect the incorporation of two additional full text clauses, specifically, NFS Clause 1852.237-72 and NFS Clause 1852.237-73.
- B. It is mutually agreed that the clauses incorporated by the actions described in above are accomplished within the existing Delivery Order value and will not require an equitable adjustment to that amount.
- C. Section 2 Clause 31, Key Personnel and Facilities, is changed add (b)(4) as the (b)(4).
- D. As a result of the foregoing changes, the following pages are revised to include the above full text clauses and to make administrative changes as indicated in paragraph C above. Changes are noted by a vertical line in the right column.
- E. All other terms and conditions of this delivery order remain unchanged.
- F. The following order pages are, revised, deleted, and/or added.

Page(s) Deleted
Section I, 2 pages
Section 2, clause 31, page 35

Page(s) Added
Section I, 2 pages
Section 2, clause 31, page 35

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SECTION 1 - ADDENDA TO SF 1449

THE TERMS INCLUDED HEREIN ARE IN ADDITION TO THOSE INCLUDED IN THE GSA CONTRACT. IN THE EVENT THERE IS/ARE ANY CONFLICT(S), THE TERMS INCLUDED HEREIN WILL TAKE PRECEDENCE.

Note – The words *contract* and *order* as shown herein are used synonymously

ADDENDUM TO FAR 52.212-4, BLOCK 27a is as follows.

The following clauses are incorporated by reference, with the same force and effect as if they were given in full text.

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.204-1	Approval of Contract (Dec 1989) (Insert "MSFC Procurement Officer")
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Feb 2002)
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)
	Subparagraph (b)(1) Insert ten (10) percent
	Paragraph (c) <input type="checkbox"/> Quoter elects to waive the adjustment. (Check block if applicable)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Sep 2000)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Mar 1998)
52.223-6	Drug-Free Workplace (May 2001)
52.223-10	Waste Reduction Program (Aug 2000)
52.223-11	Ozone Depleting Substances (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
	Reserved
52.237-3	Continuity of Services (Jan 1991)

52.239-1	Privacy or Security Safeguards (Aug 1996)
52.245-2	Government Property (Fixed-Price Contracts) (Dec 1989)
52.245-19	Government Property Furnished "As Is" (Apr 1984)
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.246-6	Inspection – Time-and-Material and Labor-Hour (May 2001)
52.246-16	Responsibility for Supplies (Apr 1984)
52.247-34	F.O.B. Destination (Nov 1991)
52.251-1	Government Supply Sources (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
	Reserved
1852.204-76	Security Requirements for Unclassified Automated Information Resources (July 2002)
1852.208-81	Restrictions on Printing and Duplicating (Oct 2001)
1852.215-84	Ombudsman (Jun 2000) (Insert "MSFC Ombudsman Axel Roth, Code DE01, MSFC, AL 35812, telephone (256) 544-0451, fax number (256) 544-7920, e-mail address: Axel.Roth@msfc.nasa.gov")
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.223-70	Safety and Health (Apr 2002)
1852.223-74	Drug and Alcohol Free Workplace (March 1996)
1852.237-70	Emergency Evacuation Procedures (Dec 1988)
1852.245-71	Installation-Accountable Government Property (June 1998)

The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far/>

NASA FAR Supplement: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

C. The following clauses are incorporated in full text.

(1) 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

(2) 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this

procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. ~~This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].~~

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

(END OF SECTION)

