BY

OMB Approval #: 2700-0042

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES | |
|---|---|---|
| 05 | 1 | 4 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| 5 | 03/09/2004 | 4200051279, 4200053581 | |

6. ISSUED BY CODE PS32-B

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

7. ADMINISTERED BY *(If other than Item 6)* CODE PS32-B

John Busbey/256-544-0896

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

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

CODE 34157 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. H-36049D

10B. DATED *(SEE ITEM 13)* 04/01/2003

## 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 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)*

Increase – $1,279,516.00

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

(x) 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). REFERENCE CONTRACTOR LETTER DATED 8/1/95

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 43.103(b) & Limitation of Funds Clause

OTHER *(Specify type of modification and authority)*

**E. IMPORTANT:** Contractor X 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 | Total Not-to-Exceed FFP IDIQ | Total Not-to-Exceed Contract Value | Total Sum Alloted |
|---|---|---|---|---|
| Previous Amount | $20,942,077.00 | $12,000,000.00 | $32,942,077 | $4,005,709.00 |
| Increase This Modification | $0.00 | $0.00 | $0.00 | $1,279,516.00 |
| New NTE Amount | $20,942,077.00 | $12,000,000.00 | $32,942,077 | $5,285,225.00 |

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)* John Busbey | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)* | 16C. DATE SIGNED March 09, 2004 |

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30-105

**STANDARD FORM 30** (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to increase incremental funding and to update the Limitation of Funds Clause.

As a result of these actions, the following updated pages are incorporated as part of this modification.

| Section/Attachment | Clause | Replaced/Revised Pages |
|---|---|---|
| 2 | 3.A –Limitation of Funds | Pages 6 and 7 |

A. The total firm-fixed price of this GSA order for the base period from the effective date through March 31, 2006 is: $ 20,942,077 (including phase-in costs and phase in adjustment for base year A.)

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/ PERIOD AWARD TERM PERIOD COVERED | | FIRM FIXED PRICE LUMP SUM | |
|---|---|---|---|
| Option No. 1 | 04/01/06 - 03/31/07 | $ 7,422,089 | (From Spreadsheet 4) |
| Option No. 2 | 04/01/07 - 03/31/08 | $ 7,496,230 | (From Spreadsheet 5) |
| Award-Term Period 1 | 04/01/08 - 10/31/08 | $ 4,398,062 | (From Spreadsheet 6) |
| Award-Term Period 2 | 11/01/08 – 05/31/09 | $ 4,428,943 | (From Spreadsheet 7) |
| Award-Term Period 3 | 06/01/09 – 12/31/09 | $ 4,435,650 | (From Spreadsheet 8) |
| Award-Term Period 4 | 01/01/10 – 07/31/10 | $ 4,489,550 | (From Spreadsheet 9) |
| Award-Term Period 5 | 08/01/10 – 03/31/11 | $ 5,147,413 | (From Spreadsheet 10) |

## 3. LIMITATION OF FUNDS

A. Of the total price of the services identified as lump sum, the sum of $5,285,225 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**

| Date | Amounts |
|---|---|
| July 12, 2003 | 5,253,036 |
| April 1, 2004 | 7,339,291 |
| April 1, 2005 | 7,349,750 |

*NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL TASK ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

B. The Contractor agrees to perform, or have performed work, as specified in the PWS up to the point at which, if this order is terminated pursuant to paragraph (l) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the order. 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 order, anything to the contrary in the termination clause notwithstanding.

C. 1. It is contemplated that funds presently allotted to this order will cover the work to be performed until May 12, 2004.

2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the order is terminated pursuant to paragraph (l) of FAR Clause 52.212-4 applicable to this order, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to that clause will approximate 75 percent of the total amount then allotted to the order.

3. (i) The notice shall state the estimated date when the point referred to in subparagraph 3.C.(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph 3.C.(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the order or otherwise agreed to by the parties.

4. If, after the notification referred to in subdivision 3.C.(3).(ii) above, additional funds are not allotted by the date specified in subparagraph 3C(1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this order on that date or on the date set forth in the request, whichever is later, pursuant to paragraph (l) of FAR Clause 52.212-4.

D. When additional funds are allotted from time to time for continued performance of the work under this order, the parties shall agree on the applicable period of order performance to be covered by these funds. The provisions of subparagraphs 3.A and 3.C above shall apply to the additional funds and the substituted date pertaining to them, and the order shall be modified accordingly.

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