

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000061		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REG. NO.	
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 Eunice Rose/PS21/MDH T: 256-544-8231 F: 256-544-5847 eunice.l.rose@msfc.nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JACOBS TECHNOLOGY INC 600 WILLIAM NORTHERN BLVD TULLAHOMA TN 37388-4729		CODE 07486		FACILITY CODE	
		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C		10B. DATED (SEE ITEM 13) 09/28/2005	

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)
See Schedule

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3) and FAR 6.302-1
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. 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.)
See Pages 2-3 for Description

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.

(b)(4)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A Iosco
15B. CONTRACTOR/OFFEROR (b)(4)	15C. DATE SIGNED 3-25-09
	18B. UNITED STATES OF AMERICA <i>David A. Iosco</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 3/26/09

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

APPROVED: *Byron W. Butler*
PROCUREMENT OFFICER

1. The purpose of this modification is to increase the contract ceiling value by \$250,000,000 changing the total potential contract value from \$542,500,000 to \$792,500,000, incorporate FAR Clause 52.222-54 (JAN 2009) Employment Eligibility Verification in full text in PART II CONTRACT CLAUSES SECTION I and update ATTACHMENT J-6 SMALL BUSINESS SUBCONTRACTING PLAN. These changes affect Option 3/Year 4 and Option 4/Year 5 as follows:

- a) Increase the maximum estimated cost quantities in Option 3/Year 4 by \$62,995,392; The maximum estimated cost is changed from \$190,000,000 to \$252,995,392. The maximum quantity for potential performance fee and potential award fee for Option 3/Year 4 are increased by \$3,212,765 and \$2,141,843 respectively and changed from \$9,690,000 and \$6,460,000, to \$12,902,765 and \$8,601,843 respectively. The contract value for the current year is increased by \$68,350,000 and is changed from \$206,150,000 to \$274,500,000. This option has been exercised therefore this revision to Option 3/Year 4 increases the current contract value by \$68,350,000 and is changed from \$531,650,000 to \$600,000,000.
- b) Increase the maximum estimated cost quantities in Option 4/Year 5 by \$167,419,355; The maximum estimated cost is changed from \$10,000,000 to \$177,419,355. The maximum quantity for potential performance fee and potential award fee for Option 4/Year 5 are increased by (b)(4) and (b)(4) respectively and changed from (b)(4) and (b)(4), to (b)(4) and (b)(4) respectively. The contract value for Option 4/Year 5 is increased by \$181,650,000 from \$10,850,000 to \$192,500,000.
- c) Summary of the minimum and maximum values by year for the current and potential contract value is provided in the table below:

Minimum Quantity				Maximum Quantity				
Contract Periods		Estimated Cost	Potential Performance Fee	Potential Award Fee	Estimated Cost	Potential Performance Fee	Potential Award Fee	Total Value
Base Period	Year 1*	\$10,000,000	(b)(4)	(b)(4)	\$100,000,000	(b)(4)	(b)(4)	\$108,500,000
Option 1	Year 2*	\$10,000,000			\$100,000,000			\$108,500,000
Option 2	Year 3*	\$10,000,000			\$100,000,000			\$108,500,000
Option 3	Year 4 *	\$10,000,000			\$252,995,392			\$274,500,000
Current Contract Ceiling		\$40,000,000			\$552,995,392			\$600,000,000
Option 4	Year 5	\$10,000,000			\$177,419,355			\$192,500,000
Potential Contract		\$50,000,000			\$730,414,747			\$792,500,000

* Options Exercised

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.
 - B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT
 - I.23 EMPLOYMENT ELIGIBILITY VERIFICATION (52.222-54) (JAN 2009)
 - ATTACHMENT J-6 SMALL BUSINESS SUBCONTRACTING PLAN

3. All other terms and conditions remain unchanged and in full force and effect.

PART 1- THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.
- (b) This is a performance-based, cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated both objectively (Performance Fee) and subjectively (Award Fee), as described in Section J.3 and J.4 of this contract. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 “Estimated Cost, Performance Fee, and Award Fee” by periodic contract modification. (See Clause H.5)
- (c) In the event that the Government does not order the minimum quantity specified below for the base and each option period covered, the Government’s obligation is limited to costs incurred plus payment of the minimum, potential performance and award fees earned. Cost will be reimbursed in accordance with the “Allowable Cost and Payment” clause of the contract for the quantity ordered per FAR Part 31.

<u>Contract Periods</u>		<u>Minimum Quantity</u>			<u>Maximum Quantity</u>		
		<u>Estimated Cost</u>	<u>Potential Performance Fee</u>	<u>Potential Award Fee</u>	<u>Estimated Cost</u>	<u>Potential Performance Fee</u>	<u>Potential Award Fee</u>
Base Period	Year 1	\$10,000,000	(b)(4)		\$100,000,000	(b)(4)	
Option 1	Year 2	\$10,000,000			\$100,000,000		
Option 2	Year 3	\$10,000,000			\$100,000,000		
Option 3	Year 4	\$10,000,000			\$252,995,392		
Option 4	Year 5	\$10,000,000			\$177,419,355		

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government’s right to later award separate contracts for similar or related services.

(End of Clause)

Days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.

(c) Title to the property specified in paragraph (b) of this clause vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) of this clause to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government property clause).

(e) Title to the contractor-acquired property listed below shall vest with the Government.

“TBD”

(f) This subcontract value does not include any consideration for the removal of the equipment listed below from the MVAN.

- i. 2 (two) communications equipment racks to be installed in the MVAN
- ii. Individual chassis of communications equipment to be installed into existing Subcontractor communications racks in the ASOC
- iii. The communications equipment to be installed in the existing ASOC communications racks in connection with the LCC command consoles for the firing room.

At contract completion, an equitable adjustment will be made to remove this equipment or to disposition the equipment as abandoned in place and any associated contract claim for equitable adjustment shall be subject to subcontract Section I.12 – Changes.

I. 23 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR

525.1 (c) (2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a) (38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

- (i) *All new employees.*
 - (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b) (1) or (b) (2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:

<http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

[END OF SECTION]

ATTACHMENT J-6
SMALL BUSINESS SUBCONTRACTING PLAN

Pages 10 through 12 redacted for the following reasons:

(b)(4)