

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 07	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE JUL 14 1993	4. REQUISITION/PURCHASE REQ. NO. See Page 1A		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 GP24	7. ADMINISTERED BY (If other than Item 6) GP24-R/Michael L. Sweigart/205-544-0281		CODE
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Lockheed Martin Engineering & Sciences Company 2625 Bay Area Boulevard Houston, TX 77058 C/O Lockheed Martin Space Mission Systems & Services Attn: Frank Barnes P.O. Box 240006 Huntsville, AL 35824-6406			(x)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-44000
				10B. DATED (SEE ITEM 13) August 19, 1996
CODE 51017	FACILITY CODE			

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 1A

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: PIC 98-9, FAR 52.232-22, and FAR 44.202-1(c)
	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.)

	Negotiated Est. Cost	Provisional Est. Cost	Award Fee Earned	Potential Award Fee	Total Contract Value	Total Sum Allotted
Previous Total:	\$80,899,622	-0-	\$1,647,930	\$1,837,248	\$84,384,800	\$58,077,284
This Modification:	-0-	-0-	-0-	-0-	-0-	6,307,800
Revised Total:	\$80,899,622	-0-	\$1,647,930	\$1,837,248	\$84,384,800	\$64,385,084

See Page 2 for a description of this modification.

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)	
		Michael L. Sweigart Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY BY MICHAEL L. SWEIGART	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	JUL 14 1993

Standard Form 30 Continued

REQUISITION/PURCHASE REQUEST NUMBER
ACCOUNTING AND APPROPRIATION DATA

1-8-EO-B7799 S-2 (1F)	808/90110	455-40-31-T585-EO-8-00S-EE1-2338	\$1,097,182
1-8-EO-B8282 S-1 (1F)	808/90111	250-41-47-T585-EO-8-00M-BG1-2338	160,000
1-8-EO-B8286 S-3 (1F)	808/90111	479-44-00-T585-EO-8-00M-DS1-2338	743,458
1-8-EO-B8320 S-3 (1F)	808/90111	479-22-00-T585-EO-8-00M-DU1-2338	204,996
1-8-EO-B8283 S-3 (1F)	808/90111	479-41-00-T585-EO-8-00M-DP1-2338	<u>4,102,164</u>
			\$6,307,800

The purpose of this modification is to provide incremental funding pursuant to FAR 52.232-22 "Limitation of Funds" clause and the contractor's letter dated June 18, 1998; revise Clause H.15 SUBCONTRACTS to reflect subcontract consent given by the Contracting Officer; and revise the Statement of Work to include Year 2000 compliance requirements. The following changes are hereby made to the contract:

1. Clause B.6--CONTRACT FUNDING (18-52.232-81) (JUN 1990) is deleted in its entirety and replaced by the following:

"B.6 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$62,328,878. This allotment is for Utilization Mission Support for the Mission Operations Laboratory and covers the following estimated period of performance: Date of Contract Award through October 26, 1998.

(b) An additional amount of \$2,056,206 is obligated under this contract for payment of fee(s).

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$56,174,181	\$6,154,697	\$62,328,878
Provisional Award Fee	255,173	153,103	408,276
Earned Award Fee	<u>1,647,930</u>	<u>-0-</u>	<u>1,647,930</u>
Total Sum Allotted	<u>\$58,077,284</u>	<u>\$6,307,800</u>	<u>\$64,385,084</u>

(End of Clause)"

2. Clause H.15--SUBCONTRACTS is revised by adding the following new paragraph, "Paragraph (d)", to the clause:

"(d) Pursuant to FAR 44.202-1(c), consent requirements have been satisfied for the definitization of the following letter subcontracts evaluated during negotiations for Modification No. 12:

<u>Subcontract No.</u>	<u>Subcontractor</u>	<u>Subcontract Amount</u>
G77750IJ47	bd Systems, Inc.	NTE: \$6.0 Million
G777500J47	New Technology, Inc.	NTE: \$44.9 Million

Subsequent changes to the scope, value or terms and conditions of the subcontracts delineated above shall be subject to the consent requirements of FAR Clause 52.244-2. Pursuant to FAR 44.203(a), Contracting Officer's consent to these definitized subcontracts does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of such costs."

3. Attachment J-3 – STATEMENT OF WORK is revised by deleting the Paragraph entitled "YEAR 2000 COMPATIBILITY", added to WBS element 2.1 as part of Modification No. 12, in its entirety; and adding the following new WBS element, "4. YEAR 2000 COMPLIANCE", to the SOW:

"4. YEAR 2000 COMPLIANCE

(a) "Year 2000 compliant," as used herein, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this contract must be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of:

- (1) Test plan and associated test reports for verification that the Enhanced HOSC System and related software satisfies NASA policy regarding Year 2000 compliance
- (2) Detailed schedule of tasks and milestones
- (3) Monthly reports to the Center Year 2000 Team, Mr. Paul Allison, Chairman

(c) Milestones for Renovation, Validation and Implementation: Any IT determined to be non-Year 2000 compliant shall be replaced, retired, or repaired in accordance with the following schedule:

"Renovation" includes making and documenting software and hardware changes, developing replacement systems, and decommissioning systems to be retired. The Contractor must complete renovation of affected software, hardware and firmware by September 30, 1998.

"Validation" includes unit, integration, system, and end-to-end testing for Year 2000 compliance. The Contractor must complete validation and testing of converted or replaced systems by January 31, 1999.

"Implementation" includes acceptance testing and integration of converted and replaced systems into a production environment. The Contractor must complete implementation by March 31, 1999.

(d) At a minimum, the Contractor shall provide documentation, including project plans and status reports, which demonstrate that the Contractor is meeting the milestones listed above."

4. The above changes are made at no increase to the total estimated cost or fee(s) of the contract. No request for equitable adjustment shall be submitted or entertained as a result of these changes to the contract.