AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 011

3. EFFECTIVE DATE 11/05/2012

4. REQUISITION/PURCHASE REQ. NO. PR-RTPPOD-13-00009

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE RTPPOD

RTPPOD
US Environmental Protection Agency
109 T.W. Alexander Drive
Mail Code: E105-02
Research Triangle Park NC 27709

7. ADMINISTERED BY *(If other than Item 6)* CODE RTPPOD

RTPPOD
US Environmental Protection Agency
109 T.W. Alexander Drive
Mail Code: E105-02
Research Triangle Park NC 27709

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

CGI FEDERAL INC.
12601 FAIR LAKES CIRCLE
GWAC SOLUTIONS CENTER
FAIRFAX VA 220334902

CODE 145969783 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F4797H
EP-G11D-00056

10B. DATED *(SEE ITEM 13)* 03/24/2011

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Limitaiton of Government's Obligation,

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 145969783+4797
TOPO: David Sczepanski Max Expire Date: 09/30/2016
The purpose of this modification is to shift funds in the amount of $166,000.00 from the Base Period to Option Period I. Alll other terms and conditions remain unchanged.

New Total Amount for this Version: $9,945,891.94
New Total Amount for this Award: $35,109,129.82

CHANGES FOR LINE ITEM NUMBER: 1-Base Period
Obligated Amount for this modification: -$166,000.00
Incremental Funded Amount changed from $3,315,270.15 to $3,149,270.15
Continued ...

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)*
Kenyon Wells VP

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED 11/7/12

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Laconda S. Cannady

16B. UNITED STATES OF AMERICA
Laconda S Cannady
(Signature of Contracting Officer)

16C. DATE SIGNED NOV 08 2012

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
CGI FEDERAL INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: OEI/RTP/NCC Amount changed from $3,315,270.15 to $3,333,805.15 CHANGES FOR ACCOUNTING CODE: 11-WR-H1NNIT3-ZZZHF8R-2554-CKE00023-1103TB1008-001 Amount changed from $2,295,689.10 to $2,129,689.10 Percent changed from 68.86093 to 63.88163 CHANGES FOR LINE ITEM NUMBER: 2-Option Period I Obligated Amount for this modification: $166,000.00 Incremental Funded Amount changed from $4,975,000.00 to $5,141,000.00 CHANGES FOR DELIVERY LOCATION: OEI/RTP/NCC Amount changed from $5,952,768.39 to $6,612,086.79 NEW ACCOUNTING CODE ADDED: Account code: 11-WR-H1NNIT3-ZZZHF8R-2554-CKE00023-1103TB1008-001 Beginning FiscalYear 11 Ending Fiscal Year Fund (Appropriation) WR Budget Organization H1NNIT3 Quantity: 0 Amount: $166,000.00 Percent: 2.51055 Subject To Funding: N Payment Address: Delivery Location Code: OEI/RTP/NCC OEI/RTP/NCC US Environmental Protection Agency 109 TW Alexander Dr. Research Triangle Park NC 27709 USA Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 FOB: Destination Period of Performance: 04/01/2011 to 09/30/2016				

GS-35F-4797H, TASK ORDER
EPG11D00056
Modification # 11

MODIFICATION TO THE CONTRACT

1. The clause entitled "INCREMENTAL FUNDING" has been modified. The text is as follows:

This contract is incrementally funded. Modification #11 to this order is shifting funds from the Base Period to Option Period I in the amount of $166,000.00. The Base Period is decreased from $3,315,270.15 to $3,149,270.15. Option Period I is increased from $4,975,000.00 to $5,141,000.00. The amount presently available for payment and allotted to the contract is $3,149,270.15 for the Base Period and $5,141,000.00 for Option Period I.

5. The clause entitled "Limitation of Government's Obligation" has been modified. The text is as follows:

(a)This task order is incrementally funded. For this item, the sum of $3,149,270.15 is presently available for payment and allotted to this contract for the Base Period and $5,141,000.00 is presently available for payment and allotted to this contract for Option Period I.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated in any event to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount them allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting

Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will allot funds to this contract incrementally as follows:

Performance Period	Modification	Cost Ceilings NTE
Base Period	0	$3,315,270.15
Base Period	11	($166,000.00)

Base Period Total: $3,481,270.15

Remaining Balance for Base Period: $166,000.00

Option Period I	2	$1,200,000.00
Option Period I	3	$3,500,000.00
Option Period I	9	$275,000.00
Option Period I	11	$166,000.00

Option Period I Total: $5,141,000.00

Remaining Balance for Option Period I is $1,471,086.79

Option Period II	10	$1,290,000.00

Option Period II Total: $1,290,000.00

Remaining Balance for Option Period I is $4,794,613.35