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OMB Approval #: 2700-0042

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 3
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2. AMENDMENT/MODIFICATION NO. 49	3. EFFECTIVE DATE <b>NOV 30 2007</b>	4. REQUISITION/PURCHASE REQ. NO. See page 8	5. PROJECT NO. (If applicable)
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6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration  Marshall Space Flight Center, AL 35812	CODE	7. ADMINISTERED BY (If other than Item 6) Ben Henson (256)544-8158 e-mail <a href="mailto:Ben.A.Henson@nasa.gov">Ben.A.Henson@nasa.gov</a>
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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	Cage Code 34157	FACILITY CODE	SAP 112857	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) 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;
- (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 8**

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

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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) AND PS-OWI-05.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c), CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2003), Changes, GSA LOGWORLD CONTRACT GS-10F-0038M, AND PS-OWI-05
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  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	Potential Contract Val. Lump Sum	Total Not-to-Exceed FFP IDIQ	Not-to-Exceed Contract Value Adding IDIQ Amt.	Total Sum Allotted FFP Lump Sum Funding Amt.
Prev. Base Total	(b)(4)	\$ 61,067,418	\$40,495,120	\$78,672,698	\$34,156,209
This Modification	(b)(4)	-0-	\$ -0-	\$ -0-	\$4,000,000
New NTE Amount	(b)(4)	\$61,067,418	\$40,495,120	\$78,672,698	\$38,156,209

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) Vanessa D. Lindsey, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>NOV 30 2007</b>

The purpose of this modification is to make changes/additions/deletions as described below.

The contract is changed as follows:

**A. The purpose of this modification is to provide incremental funding in the amount of \$4,000,000.00 for Delivery Order H-36049D, which was awarded on 8/27/2003 to EG&G Technical Services, Inc. (EG&G). This modification increases the total sum allotted from \$34,156,209.00 by \$4,000,000.00 to \$38,156,209.00 and incrementally funds the order through approximately July 11, 2008. Additional incremental funding will be allocated subject to availability of funding.**

**B. Section 2, Clause 3 entitled "Limitation of Funds", page 8, paragraph A, is changed from \$34,156,209 to add the new funding amount of \$4,000,000.00, making the new total allocated funds available of \$38,156,209, with a new funded through date of July 11, 2008.**

**C. As a result of the foregoing changes, the following pages are deleted and the corresponding changes are substituted/added. Replacement pages are provided as appropriate. Specific changes are shown in bold text and/or by a change bar in the right margin.**

<b>Pages Deleted</b>	<b>Pages Substituted/Added</b>
Section 2, page 8-9 Mod 48	Section 2, page 8-9 Mod 49

**E. All other terms and conditions remain the same.**

**Accounting and Appropriation Data  
H36049D**

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
					PREVIOUS FUNDING	\$27,766,460.00
4200193136	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$1,300,000.00
	ESAX22007D	158302.01.08.01	62AS10	FC000000	62	\$176,000.00
4200189962	EXCX22007D	931164.08.04.01.06	62EM01	FC000000	62	\$100,000.00
4200188604	ESAX22007D	299147.01.08.01	62AS50	FC000000	62	\$3,600.00
4200199883	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$33,402.00
4200200580	EXCX22007D	763115.08.04.01.06	62ET01	FC000000	62	\$59,266.00
	ESAX22007D	763115.08.04.01.06	62EM01	FC000000	62	\$290,000.00
	ESAX22007D	292487.02.08.01	62HS01	FC000000	62	\$28,325.00
	ESAX22007D	691633.01.08.05	62EE04	FC000000	62	\$13,170.00
	ESAX22007D	136905.08.05.08.04.08	62EV23	FC000000	62	\$2,272.00
4200203744	ESAX22007D	763115.08.04.01.06	62EI03	FC000000	62	\$2,800.00
	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$266,899
4200203744	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$551,160
4200203744	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$481,941
4200213759	ESAX22007D	411671.06.04.01	62VP63	FC000000	62	\$49,500
	ESAX22007D	397424.07.02.02.03	62VP62	FC000000	62	\$20,900
	ESAX22007D	411672.06.04.01	62VP63	FC000000	62	\$5,500
	ESAX22007D	281945.02.03.01.02	62VP61	FC000000	62	\$2,200
	ESAX22007D	763115.08.04.01.03	62ER33	FC000000	62	\$1,200
	ESAX22007D	763115.08.04.01.03	62ER01	FC000000	62	\$2,400
	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$1,400,000
4200207324	ESAX22007D	763115.08.04.01.06	62ER41	FC000000	62	\$620
	ESAX22007D	763115.08.04.01.06	62EI03	FC000000	62	\$12,991
	ESAX22007D	698671.04.08	62AS20	FC000000	62	\$90,000
4200213030	ESAX22007D	390492.04.02.06.98	62VP63	FC000000	62	\$8,400
	EXCX22007R	892182.01.08.07.0796.01	62AS40	FC000000	62	\$40,381
	EXCX22007D	763115.08.04.01.06	62ET01	FC000000	62	\$173,000
4200215494	ESAX22007D	158302.01.08.01	62AS10	FC000000	62	\$564,000
	EXCX22007D	698671.01.08	62AS40	FC000000	62	\$41,932
	ESAX22007D	129985.01.08.13	62AS20	FC000000	62	\$81,805
4200217292	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$500,000
4200222931	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$63,640.00
4200220521	EXCX22007D	698671.04.08	62AS20	FC000000	62	\$10,236.00
4200223491	ESAX22007D	763115.08.04.01.06	62EI03	FC000000	62	\$12,209.00
4200226972	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$4,000,000.00
<b>TOTAL</b>						<b>\$34,156,209</b>

**2. FIRM-FIXED-PRICE FOR LUMP SUM**

- A. The total Firm-Fixed-Price (FFP) Lump Sum of this GSA order for the base period from the effective date through **July 31, 2008** is: (b)(4) This total includes phase-in costs and phase in adjustment for base year A, Base Years A, B, C, Option No. 1, HSPD-12 implementation, Wage Determination/Collective Bargaining Agreement (CBA) adjustments for Option No. 1, Option No. 2, and negotiated increase for IT Security Implementation.
- 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/AWARD TERM PERIOD COVERED	POP BEGIN DATE	POP END DATE	EXERCISED	FIRM FIXED PRICE LUMP SUM
Option No. 1	08/01/06	07/31/07	Mod 33	(b)(4)
Option No. 2	08/01/07	07/31/08	Mod 45	(b)(4)
Award Term Period 1	08/01/08	02/28/09		(b)(4)
Award Term Period 2	03/01/09	09/30/09		(b)(4)
Award Term Period 3	10/01/09	04/30/10		(b)(4)
Award Term Period 4	05/01/10	11/30/10		(b)(4)
Award Term Period 5	12/01/10	07/31/11		(b)(4)
Total Potential FFP Lump Sum Including Base Years A, B, and C				(b)(4)

**2A. EARNED AWARD TERM PERIODS**

1. Based on the Findings and Determination of the Award Term Board, the following Award Term Periods have been earned by the contractor and shall be added to the end of the contract period of performance.

PERIOD EARNED	DATES	EARNED MOD
Award Term Period 1	08/01/08 – 02/28/09	Mod 27
Award Term Period 2	03/01/09 – 09/30/09	Mod 42

**3. LIMITATION OF FUNDS**

- A. Of the total price of the services identified as lump sum, the sum of **\$38,156,209** is presently available for payment and allotted to this GSA order through **July 11, 2008**. 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 ALLOTMENT OF FUNDS**

<u>Date</u>	<u>Amounts</u>
July 11, 2008	\$21,369.00

\*NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERYS 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 (I) 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 **July 11, 2008**.
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 (I) 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 (I) 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.