

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 53	3. EFFECTIVE DATE JAN 28 2008	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 PS-31/MEE	7. ADMINISTERED BY (if other than Item 6) Ben Henson/(256) 544-8158 e-mail Ben.A.Henson@nasa.gov	CODE PS-31
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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	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

CODE Cage Code 34157	FACILITY CODE SAP 112857
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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 8

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

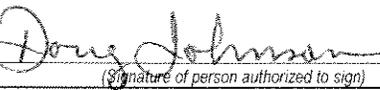
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) (SET 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 52.222-43 and FAR 43.103(a)
- 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.)					
	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)	\$ 61,047,418	\$40,495,120	\$78,672,698	\$34,778,605
This Modification		\$717,576	-0-	\$ -0-	\$ -0-
New NTE Amount		\$61,764,994	\$40,495,120	\$78,672,698	\$34,778,605

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) DOUG JOHNSON, PROGRAM MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Walter S. Melton, III, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1-23-08
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1-28-08

The purposes of this modification are to (1) definitize the Contractor's proposal dated August 30, 2007, to reflect the Contractor's request for equitable adjustment as a result of incorporating the revised Wage Determination No. 2005 – 2007 (R-7), Collective Bargaining Agreement (CBA)-2004-2136 (R-0), CBA-2004-2138 (R-6), CBA-2004-2139 (R-1), and CBA-2006-0525 (R-0) in Modification 45 for the exercise of Option 2; (2) revise the Firm-Fixed Price For Lump Sum for Option Year 2 and the Total Potential FFP Lump Sum; (3) revise the Statement of Equivalent Rates For Federal Hires Clause to reflect revised grades and rates to the classifications in Section 2 of the contract; (4) revise Section 2, Option Year 2 Lump-Sum Firm Fixed Price, to reflect the equitable adjustment in (1) above in the CLINs; and (5) revise the Option Year 2 Fully Burdened Labor Rates to reflect the equitable adjustment in (1) above. The foregoing actions are further implemented by the inclusion of the following changes:

- A. Clause 2 entitled "FIRM-FIXED-PRICE FOR LUMP SUM", Paragraph A, on Page 8 (Mod. 48) of Section 2, is revised as reflected on the revised Page 8 (Mod. 53), in order to delineate an (b)(4) increase (from (b)(4)) as a result of incorporating the revised Wage Determination and CBAs listed above.
- B. Clause 2 entitled "FIRM-FIXED-PRICE FOR LUMP SUM", Paragraph B, on Page 8 (Mod. 48) of Section 2, is revised as reflected on the revised Page 8 (Mod. 53), in order to delineate an (b)(4) increase (from (b)(4)) in the Firm-Fixed Price Lump Sum for Option Year 2, and the Total Potential FFP Lump Sum (from (b)(4) to (b)(4)) as a result of incorporating the revised Wage Determination and CBAs listed above.
- C. Clause 20, entitled "STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES" on Pages 20-21 of Section 2, is revised as reflected on the revised Page 20-21 (Mod. 53) in order to delineate changes in the grades and rates to the classifications as a result of the revised Wage Determination and CBAs listed above.
- D. Attachment 4-3 entitled "MSFC LOGISTICS SERVICES – LUMP SUM AND PREPRICED WORK BASIS OF ESTIMATE (BOE) – CONTRACT LINE ITEM NUMBER", Option Year 2, Pages 5-20 – 5-24 (Mod. 44), is revised as reflected on the revised Pages 5-20 – 5-24 (Mod. 53), in order to delineate an equitable adjustment in the amount of (b)(4) as a result of incorporating the revised Wage Determination and CBAs listed above.
- E. The Attachment entitled "Marshall Space Flight Center Logistics Burdened Labor OPTION YEAR 2" is revised to reflect the wage increases resulting from the incorporation of the revised Wage Determination and CBAs listed above.
- F. As a result of the foregoing changes, the following pages are deleted and corresponding pages are substituted/added. Changes are noted by a vertical line in the right column.

Clause(s) Changed/Added	Page(s) Deleted	Page(s) Substituted/Added
Clause 2, Paragraph A	Page 8 (Mod. 48)	Page 8 (Mod. 53)
Clause 2, Paragraph B	Page 8 (Mod. 48)	Page 8 (Mod. 53)
Clause 20	Page 20-21	Page 20-21 (Mod. 53)
Attachment 4-3	Pages 5-20 – 5-24 (Mod. 44)	Pages 5-20 – 5-24 (Mod. 53)
Attachment – Opt. 2 Fully Burdened Rates	Pages 1-2	Pages 1-2 (Mod. 53)

G. In consideration of the modifications agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

Contract Change	Contractor
Modifications 45&53	Proposal, dated August 30, 2007

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	
Award Term Period 1	08/01/08	02/28/09		
Award Term Period 2	03/01/09	09/30/09		
Award Term Period 3	10/01/09	04/30/10		
Award Term Period 4	05/01/10	11/30/10		
Award Term Period 5	12/01/10	07/31/11		
Total Potential FFP Lump Sum Including Base Years A, B, and C				

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 **\$34,778,605** is presently available for payment and allotted to this GSA order through **March 4, 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>
March 4, 2008	\$21,369.00

*NOTE: THE IDIQ PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERYS WITH FUND CITATIONS ON EACH ORDER.

A. Classification, Grades and Rates

<u>Employee Class</u>	<u>Grade</u>	<u>Rate</u>
Packaging Specialist	WG-04	14.95
Packaging Specialist (Lead)	WG-05	15.89
Property Support Asst.	GS-07	17.28
Buyer/Planner	GS-07	17.28
Cataloger	GS-06	15.55
Equipment Specialist	GS-07	17.28
Furniture Specialist	WG-03	13.64
Furniture Specialist (lead)	WL-04	16.43
Inventory Specialist	GS-07	17.28
Property Disposal Clerk	GS-04	12.47
Receiver /Unloader	WG-04	14.95
Receiving Clerk	WG-04	14.95
Senior Shipping Clerk	WG-05	15.89
Supply Clerk I	GS-04	11.10
Supply Clerk II	GS-04	12.47
Supply Clerk III	GS-05	13.95
Supply Clerk IV	GS-06	15.55
Supply specialist (lead)	GS-07	17.28
Warehouse Specialist	WG-05	15.89
Warehouse Specialist (lead)	WL-05	17.55
Store Worker	WG-03	13.64
Transportation Service Administrator	GS-07	17.28
Bus Driver	WG-07	17.86
Chauffeur	WG-05	15.89
Dispatch Administrator	GS-05	13.95
Fuel Truck Driver	WG-05	15.89
Heavy Equipment Mechanic	WG-10	20.51
Mechanic	WG-10	20.51
Mechanic Helper	WG-6	16.97
Parts Clerk	GS-04	12.47
Service Person	WG-06	16.97
Traffic Management Specialist III	GS-07	17.28
Traffic Management Specialist IV	GS-09	21.13
Truck Driver (Semi-Trailer)	WG-08	18.70
Truck Driver (Heavy)	WG-08	18.70
Work Order Control Clerk	GS-04	12.47
Cook	WG-06	16.97
General Food Service	WG-02	12.33
Cashier/General	GS-02	10.18
Unit Leader	WL-03	15.01
Grill Cook	WG-06	16.97

Catering	WG-02	12.33
Mobil Truck/General	WG-02	12.33
Environmental Tech	GS-07	17.28
Accounting Clerk IV	GS-05	13.95
Computer Operator IV	GS-07	17.28
Computer Systems Analyst II	GS-11	25.57
General Clerk III	GS-03	11.10
Electronic Tech. Main. I	WG-08	18.70
Electronic Tech. Main. II	WG-09	19.61
Electronic Tech. Main. III	WG-10	20.51
Engineering Tech. IV	GS-07	17.28
Inspector	GS-08	16.30
Instrument Mechanic	WG-10	20.51
Material Coordinator	WG-07	17.86
Material Expeditor	WG-07	17.86
Order Filler	GS-04	14.95
Pneudraulics System Mechanic	WG-10	20.51
Supply Technician.	GS-07	17.28
Secretary III	GS-06	15.55
Word Processor III	GS-05	13.95
Messenger (courier)	GS-03	9.50

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

Life, accident and health insurance and sick leave programs, 22 percent of basic hourly rate.

2. Holidays

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- k. Christmas Day

3. Vacation or Paid Leave

- (i) Two hours of annual leave each week for an employee with less than 3 years of service.

Pages 7 through 11 redacted for the following reasons:

(b)(4) Lump Sum Firm Fixed Price