

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 14

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000066

04/29/2009

6. ISSUED BY

CODE

MSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
Ben Henson/PS33/MGH
256-544-8158
256-544-8993
ben.a.henson@nasa.gov
Marshall Space Flight Center AL 35812

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

EG&G TECHNICAL SERVICES INC
20501 Seneca Meadows Pkwy Ste. 500
Germantown MD 20876-1360

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)

04/01/2003

CODE

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 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 52.212-4(c) Contract Terms & Conditions Commercial Items/Changes

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

1. The purposes of this modification are to provide:

(a) Definitization of Contractor's proposal dated February 20, 2009, to reflect the Contractor's request for equitable adjustment for the Firm-Fixed Price portion of this Delivery Order, as a result of incorporating the revised Wage Determination No. 2005 ; 2008 (R-9), Collective Bargaining Agreement (CBA)-2004-2136 (R-0), CBA-2004-2138 (R-7), CBA-2004-2139 (R-1), and CBA-2006-0525 (R-0) in Modification 65 for the exercise of Award Term 2. Thus, the FFP Lump sum value is increased in the amount of (b)(4) from (b)(4). The Total Potential FFP IDIQ is increased in the amount of \$7,000,000, from \$32,870,201.68 to \$39,870,201.68.

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)

William J Clark Jr Program Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Sherry K Fenn

15B. CONTRACTOR/OFFEROR

(Signature)

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES

ORIGINAL SIGNED BY:
SHERRY K. FENN

(Signature of Contracting Officer)

16C. DATE SIGNED

04/29/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-10F-0038M/H36049D/000066

PAGE OF
 2 14

NAME OF OFFEROR OR CONTRACTOR
 EG&G TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b) Increase FFP Lump Sum values for the Award Term 2 period. Thus, the Total NTE value is increased in the amount of \$538,335, from \$4,479,940 to \$5,018,275 and the Total Potential FFP Lump Sum Including Base Year A, B, and C is increased in the amount of 538,335, from \$62,796,888 to \$63,135,223</p> <p>(c) Incorporate actuals for Option Period 1 through Award Term Period 1 Increasing the amount from \$27,818,654.21 to \$32,870,201.68 (Period of performance ending 02/28/2009).</p> <p>2.The following paragraph(s) has/have been modified. Slip-sheets to the delivery order are provided with sidebars indicating change.</p> <p>Paragraph 2:Firm-Fixed Price for Lump Sum Paragraph 2A:Earned Award Term Periods Paragraph 3:Limitation of Funds Paragraph 3C:Limitation of Funds Paragraph 4:Period of Performance Paragraph 6:Indefinite Delivery/Indefinite Quantity(IDIQ) Attachment 4-3 :Lump Sum and Pre-Price Work Award Term 2 Attachment 4-3B:Firm Fixed Price Pre-Price IDIQ Award Term 2 Attachment:Fully Burdened Labor Rates Award Term 2</p> <p>3.Contractor's Statement of Release In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal 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 and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Mod No. 66 to Contract H36049D</p> <p>Contractor Proposal Number: EG&G dated February 20, 2009</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0038M/H36049D/000066

PAGE OF
3 14

NAME OF OFFEROR OR CONTRACTOR
EG&G TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4.Except as provided herein, all terms and conditions of this delivery order remain unchanged and in full force and effect.				

H36049D
Modification 66

	Total Fixed Price, FFP Lump Sum	Total Sum Allotted FFP Lump Sum Funding Amt.
Prev. Base Total	(b)(4)	\$45,819,997.22
This Modification		\$ -0-
New NTE Amount		<u>\$45,819,997.22</u>

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 **September 30, 2009** 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, Award Term 1, Award Term 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-Exercised	08/01/06	07/31/07	Mod 33	(b)(4)
Option No. 2-Exercised	08/01/07	07/31/08	Mod 54	(b)(4)
Award Term Period 1	08/01/08	02/28/09	Mod 59/63	(b)(4)
Award Term Period 2	03/01/09	09/30/09	Mod 65/66	(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
Award Term Period 3	10/01/09 – 04/30/10	Mod 57
Award Term Period 4	05/01/10 -11/30/10	Mod 59

3. LIMITATION OF FUNDS

- A. Of the total price of the services identified as lump sum, the sum of **\$45,819,997.22** is presently available for payment and allotted to this GSA order through May 8, 2009. 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>
May 8, 2009	\$3,100,631.78

*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 (l) 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 May 8, 2009.
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 (l) 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 (l) 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.

- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this order, the Contractor incurs additional costs or is delayed in the performance of the work under this order, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices (where applicable) of the items to be delivered, or in the time of delivery, or both.
- F. The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional order funds.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under paragraph (m) of FAR Clause 52.212-4. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph 3.A above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for the rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of the Government to terminate this order pursuant to paragraph (l) of FAR Clause 52.212-4.

(End of Clause)

4. PERIOD OF PERFORMANCE

- A. The period of performance of this GSA order shall be from the effective date through September 30, 2009.
- B. In the event the Government elects to exercise option(s) or awards the contractor award-term periods pursuant to the terms of this GSA order, the period of performance for each option or award-term period shall be as set forth below:

<u>Option/ Award-Term</u>	<u>Exercised</u>	<u>Period of Performance</u>
<u>Period No.</u>		
1	Modification 33	August 1, 2006 – July 31, 2007 *
2	Modification 45	August 1, 2007 – July 31, 2008
Award Term 1	Modification 59	August 1, 2008 – February 28, 2009
Award Term 2	Modification 65	March 1, 2009 – September 30, 2009
Award Term 3		October 1, 2009 – April 30, 2010
Award Term 4		May 1, 2010 – November 30, 2010
Award Term 5		December 1, 2010 – July 31, 2011

5. PLACE OF PERFORMANCE

The Contractor shall perform the work under this GSA order at the George C. Marshall Space Flight Center (MSFC), Alabama and at near site locations within fifty (50) miles of MSFC or at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

6. INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

- A. The definite quantities of services in this order are considered to be that identified as the firm-fixed-price lump sum portion. These services are ordered, and funds are obligated, by this order. Work that cannot be sufficiently identified, predetermined, or quantified is identified as IDIQ work.
- B. IDIQ work is specified in Performance Work Statement Sections 3 to 10, Attachment 1.
- C. The value (minimum and maximum) of all IDIQ work under this order is as follows:

IDIQ PERIOD AND PERIOD OF PERFORMANCE		IDIQ DOLLARS MIN/MAX RANGE	IDIQ ACTUAL AMOUNT	CUMULATIVE IDIQ ACTUALS
Base Year A	08/01/03 – 07/31/04	(b)(4)		
Base Year B	08/01/04 – 07/31/05			
Base Year C	08/01/05 – 07/31/06			
Option No. 1	08/01/06 – 07/31/07			
Option No. 2	08/01/07 – 07/31/08			
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			

After the actual IDIQ value is identified for a period of performance, the contract value will be revised to include only the actual price for the period and not the maximum IDIQ dollars for that period.

The Government is not obligated to place any orders under this order for IDIQ work except for the guaranteed minimum stated above. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable price adjustment.

(End of Clause)

Pages 9 through 14 redacted for the following reasons:

(b)(4) IDIQ Pre-priced Work basis of estimate, Burdened labor rates