

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 000071	3. EFFECTIVE DATE 07/31/2009	4. REQUISITION/PURCHASE REQ. NO. 4200306877	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Kimberly Williams/PS33/MGO 256-544-1580 256-544-9080 kimberly.n.williams@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EG&G TECHNICAL SERVICES INC Attn: William J. Clark 20501 Seneca Meadows Pkwy, Ste 500 GAITHERSBURG MD 20878-1360		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0038M H36049D	10B. DATED (SEE ITEM 13) 04/01/2003

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; 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 Net Increase: \$623,675.00

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) FAR 52.243-1, 52.232-22 Limitation of Funds and Mutual Agreement of both

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. (a) Modification 71 provides incremental funding in the amount of (b)(4) for the FFP Lump Sum Portion of the contract, increasing the total funding from (b)(4)

(b) Increase FFP Lump Sum values for the Award Term 2 period August-September for additional driver. Thus, the Total NTE value is increased in the amount of \$10,016, from \$5,018,275 to \$5,028,291 and the Total Potential FFP Lump Sum Including Base Year A, B, and C is increased in the amount of 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 Sr Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N Williams
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 31 Aug 09	16C. DATE SIGNED 07/31/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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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)(4)</p> <p>Also corrects contract value increase of \$538,335 in Mod 66, but was not reflected in summary line item for Award Term 2 in CMM.</p> <p>(c) Add Revision E issue of DPD 988 for Logistics Services for the MSFC.</p> <p>(d) Issue appropriate changes to the PWS in accordance with the inclusion/revision of DRDs stated above.</p> <p>2. The following document(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Page 2-2:Firm-Fixed Price for Lump Sum Page 2-3:Limitation of Funds Attachment 1: PWS (Pages 1-11, 1-12 & 1-22) Attachment2: DPD988 Revision E Attachment 4-3 :Lump Sum and Pre-Price Work 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. 71 to Contract #36049D Contractor Proposal Number: EG&G dated July 23, 2009</p> <p>4. Except as provided herein, all terms and conditions of this delivery order remain unchanged and in full force and effect. LIST OF CHANGES: Total Amount for this Modification: \$548,351.00 New Total Amount for this Version: \$9,995,943.00 New Total Amount for this Award: \$144,564,448.89 Obligated Amount for this Modification: Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$623,675.00 New Total Obligated Amount for this Award: \$50,186,115.23 Incremental Funded Amount changed: from \$43,409,660.34 to \$44,033,335.34</p> <p>New Administration Address: NASA/Marshall Space Flight Center Kimberly Williams/PS33/MGO 256-544-1580 256-544-9080 kimberly.n.williams@nasa.gov Marshall Space Flight Center AL 35812</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from \$4,479,940.00 to \$5,028,291.00</p> <p>CHANGES FOR DELIVERY LOCATION: MSFC Amount changed from \$4,479,940.00 to \$5,028,291.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Obligated Amount for this modification: \$623,675.00 Incremental Funded Amount changed from \$4,043,632.80 to \$4,667,307.80</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62ET40/6100.2520/62/FC000000/136905.10.10.80.50.2/ 0.10/000/2520/62/EXPX22009D/234A/1/2 Cost Center 62ET40 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$5,152.00 Percent: .10371 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62ET40/6100.2520/62/FC000000/136905.10.10.80.50.2/ 0.10/000/2520/62/EXPX22009D/234A/1/43 Cost Center 62ET40 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$4,559.00 Continued ...</p>				

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EG&G TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Percent: .09177 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62ET40/6100.2520/62/FC000000/136905.10.10.80.50.2/ 0.10/000/2520/62/EXPX22009D/234A/1/84 Cost Center 62ET40 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$3,674.00 Percent: .07396 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62ET02/6100.2520/62/FC000000/736466.11.01.08.40/00 0/2520/62/CASX22009D/361N/1/125 Cost Center 62ET02 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$172,000.00 Percent: 3.4624 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62ET40/6100.2520/62/FC000000/136905.02.04.08.17/00 0/2520/62/EXPX22009D/234A/1/166 Cost Center 62ET40 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$87,290.00 Percent: 1.75717 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62ED02/6100.2520/62/FC000000/736466.11.01.08.40/00 Continued ...				

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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)
	0/2520/62/CASX22009D/361N/1/2 Cost Center 62ED02 GI Account 6100.2520 Order FC000000 Quantity: 0 Amount: \$351,000.00 Percent: 7.06571 Subject To Funding: Payment Address: Delivery Location Code: MSFC MSFC MSFC MSFC MSFC MS MSFC				

H36049D
Modification 71

	Total Fixed Price, FFP Lump Sum	Potential Contract Value Lump Sum	Total Not-to-Exceed FFP IDIQ Amount	Not-to-Exceed Contract Value Adding IDIQ Amount	Total Sum Allotted FFP Lump Sum Funding Amt.
Prev. Base Total	(b)(4)	\$63,135,226	\$54,495,120	\$103,415,749	\$49,562,440.22
This Modification		\$ 10,016	\$ -0-	\$ 10,016	\$ 623,675
New NTE Amount		\$63,145,242	\$54,495,120	\$103,425,765	\$50,186,115.22

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	
Award Term Period 1	08/01/08	02/28/09	Mod 59/63	
Award Term Period 2	03/01/09	09/30/09	Mod 65/66/71	
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
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 **\$50,186,115.22** is presently available for payment and allotted to this GSA order through September 30, 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>
September 30, 2009	\$0

*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 **September 30, 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 (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.

Pages 9 through 11 redacted for the following reasons:

(b)(4) Lump Sum Cost Estimate