

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 01	PAGE OF PAGES 1 4
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2. AMENDMENT/MODIFICATION NO. 42	3. EFFECTIVE DATE JUN 01 2007	4. REQUISITION/PURCHASE REQ. NO. 4200200580	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) Anne Lewis/(256) 544-5435 e-mail Frances.A.Lewis@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. X GS-10F-0038M/H36049D
	10B. DATED (SEE ITEM 13) Effective Date August 1, 2003

CODE Cage Code 34157 FACILITY CODE SAP 112857

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 4

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 43.103b to reflect Administrative Changes
	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	\$30,042,194	\$ 60,456,214	\$36,122,577	\$66,164,771	\$29,379,462
This Modification	\$ --0-	\$ --0-	\$ --0-	\$ --0-	\$ 662,732
New NTE Amount	\$30,042,194	\$ 60,456,214	\$36,122,577	\$66,164,771	\$30,042,194

THIS MODIFICATION FULLY FUNDS THE FFP LUMP SUM PORTION OF THIS INSTRUMENT FOR ALL YEARS THROUGH OPTION YEAR 1, JULY 31, 2007.
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) Frances Anne Lewis, Contract Specialist
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED JUN 01 2007
(Signature of person authorized to sign)	(Signature of Contracting Officer)

The purpose of this modification is: 1) to provide incremental funding in the amount of \$662,732 for a total funded amount of \$30,042,194; 2) add wording to Clause 2, Firm-Fixed-Price for Lump Sum, to clarify the periods of performance included in the total price shown; and 3) add earned Award Term Period 2 to the order. This modification fully funds the Firm-Fixed Price Lump Sum portion of this instrument through Option Year 1, July 31, 2007.

Specific changes are shown in bold text and by a change bar in the right margin.

The contract is changed as follows:

A. Clause 2, FIRM-FIXED-PRICE FOR LUMP SUM, paragraph a, is deleted in its entirety and replaced with the following:

A. The total Firm-Fixed-Price (FFP) Lump Sum of this GSA order for the base period from the effective date through July 31, 2007 is: \$30,042,194 (including phase-in costs and phase in adjustment for base year A, Base Years A, B, C, and Option No. 1, and HSPD-12 implementation.)

B. Clause 2A, EARNED AWARD TERM PERIODS, is changed to add Award Term Period 2 for an additional period of performance of March 1, 2009, through September 30, 2009.

C. Clause 3, LIMITATION OF FUNDS, paragraph A is changed as follows:

A. Of the total price of the services identified as lump sum, the sum of \$30,042,194 is presently available for payment and allotted to this GSA order through July 31, 2007, and fully funds this portion of this GSA order.

B. Add back the "B" designation to the second paragraph.

C. 1. It is contemplated that funds presently allotted to this order will cover the work to be performed until July 31, 2007.

D. Funding and appropriations data is changed as noted with additional funding as shown in bold and by change bar in the right margin.

E. 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.

Pages Deleted	Pages Substituted/Added
Section 2, page 8	Section 2, page 8
Section 2, page 9	Section 2, page 9

F. All other terms and conditions remain unchanged.

Accounting and Appropriation Data
 H34069D

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
TOTAL						\$30,042,194

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, 2007** is: **\$30,042,194 (including phase-in costs and phase in adjustment for base year A, Base Years A, B, C, and Option No. 1, and HSPD-12 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	\$7,455,491
Option No. 2	08/01/07	07/31/08		\$7,500,202
Award Term Period 1	08/01/08	02/28/09		\$4,398,857
Award Term Period 2	03/01/09	09/30/09		\$4,432,293
Award Term Period 3	10/01/09	04/30/10		\$4,439,001
Award Term Period 4	05/01/10	11/30/10		\$4,492,902
Award Term Period 5	12/01/10	07/31/11		\$5,150,765
Total Potential FFP Lump Sum Including Base Years A, B, and C				\$60,456,214

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 **\$30,042,194** is presently available for payment and allotted to this GSA order through **July 31, 2007**. **This fully funds the FFP Lump Sum portion of this GSA order through Option No. 1.**

*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 (1) 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 31, 2007** and fully funds the FFP Lump Sum portion of this GSA order through Option No. 1.
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 (1) 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 (1) 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.