

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 45		3. EFFECTIVE DATE AUG 01 2007		4. REQUISITION/PURCHASE REQ. NO. See page 8		5. PROJECT NO. (If applicable)	
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	

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		X	

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.

<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.
	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
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Contract Section 2, Clause 16, Option to Extend the Term of the GSA Order, and Clause 17, Option to Extend Services.

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	\$30,593,354	\$ 61,047,300	\$28,495,120	\$59,008,474	\$30,593,354
This Modification	\$ 7,564,106	-0-	\$12,000,000	\$19,564,106	\$ 1,963,641
New NTE Amount	\$38,157,460	\$61,047,300	\$40,495,120	\$78,652,580	\$32,556,995

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) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED JUL 31 2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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

The contract is changed as follows:

- A.** The purpose for this modification is to: (1) Exercise Option 2 that begins August 1, 2007, and ends July 31, 2008; (2) increase the Lump-Sum contract value by \$7,564,106 to \$38,157,460; (3) increase the IDIQ not-to-exceed contract value by \$12,000,000 to \$40,495,120; and, (4) add new funds in the amount of \$1,963,641 for the firm-fixed lump-sum portion of the contract, increasing total funding from \$30,593,354 to \$32,556,995. After making the above increases for the Lump-Sum and IDIQ sections, the Not-to-Exceed contract value increases by \$19,564,106 to \$78,652,580.
- B.** Clause 2, Firm-Fixed-Price for Lump Sum, paragraph A, is changed to reflect the new total Firm-Fixed-Price Lump Sum price of this GSA order through July 31, 2008, of \$38,157,460. 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, and Option No.2.
- C.** Section 2, page11, Clause 6, entitled Indefinite Delivery/Indefinite Quantity (IDIQ), is changed to add the Option Year 2 not-to-exceed amount of \$12,000,000.00, bringing the cumulative total to \$40,495,120.
- D.** Section 2, Clause 3 entitled "Limitation of Funds", page 8, paragraph A, is changed from \$30,593,354 to add the new funding amount of \$1,963,641, making the new total allocated funds available of \$32,556,995.
- E.** Section 2, Clause 3 entitled "Limitation of Funds", page 9, paragraph C, is changed to read that funds presently allotted to this order will cover the work through October 26, 2007.
- F.** Section 2, Clause 4 (A), page 10, entitled "Period of Performance," is changed to read through July 31, 2008, and to reflect that Option 2 is being exercised by modification 45.
- G.** A New Wage Determination (WD) request has been submitted to the Department of Labor (DOL). Any impacts from a revised WD or Collective Bargaining Agreement (CBA) will be the subject of a future modification pursuant to Clause 20, entitled Statement of Equivalent Rates For Federal Hires, Clause 42, entitled National Labor Relations Act, and Attachment 5, Wage Determinations.

The most current Wage Determination (WD): 1994-2008 (Rev 24), CBA-2004-2136 (R-0), CBA-2004-2138 (R-4, CBA-2004-2139 (R-0, and CBA-2006-0525 (R-0) is provided in accordance with FAR Part 22 and FAR Clause 52.222-43, Fair Labor Standards Act and

Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (Nov 2006). (CBA = Collective Bargaining Agreement.) .

The table in Paragraph B providing option and award term periods is hereby deleted in its entirety and replaced by the following:

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	\$8,006,651
Option No. 2	08/01/07	07/31/08	Mod 45	\$7,564,106
Award Term Period 1	08/01/08	02/28/09		\$4,398,346
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		\$5,127,298
Total Potential FFP Lump Sum Including Base Years A, B, and C				\$61,047,300

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.

Pages Deleted	Pages Substituted/Added
Section 2, page 8-11	Section 2, page 8-11

D. All other terms and conditions remain the same.

Accounting and Appropriation Data
 H36049D

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center PREVIOUS FUNDING	Amount
4200193136	ESAX22007D	292487.09.08.40	62AS40	FC000000	62	\$1,300,000.00
4200189962	ESAX22007D	158302.01.08.01	62AS10	FC000000	62	\$176,000.00
4200188604	ESAX22007D	931164.08.04.01.06	62EM01	FC000000	62	\$100,000.00
4200199883	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	62EB04	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
TOTAL						\$32,556,995

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: **\$38,157,460**. 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, and Option No. 2.**
- 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	\$8,006,651
Option No. 2	08/01/07	07/31/08	Mod 45	\$7,564,106
Award Term Period 1	08/01/08	02/28/09		\$4,398,346
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		\$5,127,298
Total Potential FFP Lump Sum Including Base Years A, B, and C				\$61,047,300

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 **\$32,556,995** is presently available for payment and allotted to this GSA order through **October 26, 2007**. 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 15, 2007	\$1,500,000

*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 **October 26, 2007**.
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.

- 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 **July 31, 2008**.
- 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		August 1, 2008 – February 28, 2009
Award Term 2		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 NOT TO EXCEED
Base Year A	08/01/03 – 07/31/04	\$400,000/\$12,000,000	\$4,976,719	\$4,976,719
Base Year B	08/01/04 – 07/31/05	\$400,000/\$12,000,000	\$7,145,858	\$12,122,577
Base Year C	08/01/05 – 07/31/06	\$400,000/\$12,000,000	\$4,372,543	\$16,495,120
Option No. 1	08/01/06 – 07/31/07	\$400,000/\$12,000,000		\$28,495,120
Option No. 2	08/01/07 – 07/31/08	\$400,000/\$12,000,000		\$40,495,120 ***
Award Term Period 1 *	08/01/08 – 02/28/09	\$233,333/\$7,000,000		
Award Term Period 2 **	03/01/09 – 09/30/09	\$233,333/\$7,000,000		
Award Term Period 3	10/01/09 – 04/30/10	\$233,333/\$7,000,000		
Award Term Period 4	05/01/10 – 11/30/10	\$233,333/\$7,000,000		
Award Term Period 5	12/01/10 – 07/31/11	\$266,666/\$8,000,000		
*Awarded by Mod 33				
Awarded by Mod 42				* Option 2 Exercised Mod 45

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)