

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. 000016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	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 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 9400 AMBERGLEN BOULEVARD BUILDING B AUSTIN TX 78729-1100		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 3GJD0	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA54C	10B. DATED (SEE ITEM 13) 05/29/2008

**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)**

Not Applicable

**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: 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 FFP Fund Allotted:

Previous Amount: \$15,035,744.34  
This Mod: \$ 0.00  
Revised Amount: \$15,035,744.34

FFP:

Previous Amount: \$78,036,850.00  
This Mod: \$ 0.00  
Revised Amount: \$78,036,850.00

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) 	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Harry B Craig
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 5/29/2009
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5-29-09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
EG&G TECHNICAL SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)						
	<p>IDIQ</p> <p>Prev Amt: NTE \$ 75,000,000.00 This Mod: \$ 43,000,000.00 Total Amt: NTE \$118,000,000.00</p> <p>Total Contract Value: Prev Amt: \$153,036,850.00 This Mod: \$ 43,000,000.00 Total Amt: \$196,036,850.00</p> <p>The purpose of this modification is to increase the contract value on the IDIQ portion of the contract by \$43,000,000.00. The IDIQ ceiling has increased by \$43,000,000.00 from \$75,000,000.00 to \$118,000,000.00. Line item 002 Base Year IDIQ has been increased by \$3,000,000.00. Line item 004, Option Year 1 IDIQ has been increased by \$10,000,000.00. Line item 006, Option Year 2 IDIQ has been increased by \$10,000,000.00. Line item 008, Option Year 3 IDIQ has been increased by \$10,000,000.00. Line item 010, Option Year 4 IDIQ has been increased by \$10,000,000.00.</p> <p>Note B.2(B) "Indefinite Quantity (IDIQ) Work" on page 3 of 13 has been revised to reflect the increase of \$43,000,000 in total potential contract value from \$75,000,000 to \$118,000,000.</p> <p>Note B.3(C) on page 4 of 13 has been revised to reflect the increase of \$43,000,000 in the "NTE IDIQ Amount" column and the "Total Estimated Not-To Exceed" column.</p> <p>As a result of the foregoing change(s), the following pages have been added and/or deleted as shown. Changes are noted by a vertical line in the right hand margin:</p> <table border="0"> <tr> <td>Pages Added</td> <td>Pages Deleted</td> </tr> <tr> <td>3 of 13 (Mod 16)</td> <td>3 of 13</td> </tr> <tr> <td>4 of 13 (Mod 16)</td> <td>4 of 13</td> </tr> </table> <p>Contractor's Statement of Release</p> <p>A. In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to Continued ...</p>	Pages Added	Pages Deleted	3 of 13 (Mod 16)	3 of 13	4 of 13 (Mod 16)	4 of 13				
Pages Added	Pages Deleted										
3 of 13 (Mod 16)	3 of 13										
4 of 13 (Mod 16)	4 of 13										

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
EG&G TECHNICAL SERVICES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the issuance of the contract change(s) and/or contractor's 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's proposal(s), and for such additional obligations as may be required by this modification.</p> <p>B. Except as provided for herein, there are no other changes to NNM08AA54C.                      Delivery Location Code: MSFC                      NASA/Marshall Space Flight Center                      Marshall Space Flight Center AL 35812</p>				

**CEILING VALUE**

<b>Base Period</b>	<b>\$18,000,000</b>
<b>Option Period 1</b>	<b>\$25,000,000</b>
<b>Option Period 2</b>	<b>\$25,000,000</b>
<b>Option Period 3</b>	<b>\$25,000,000</b>
<b>Option Period 4</b>	<b>\$25,000,000</b>
<b>TOTAL</b>	<b>\$118,000,000</b>

The Government is not obligated to place any orders under this contract 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)

**B.3 SCHEDULE OF PRICES**

- A. The total firm fixed price of all Lump Sum work contained in Attachment J-1 is delineated in the "Schedule of Prices for Lump Sum Work," located at the end of this section, for the base year and each of the four option years. When there is a difference between a unit price and the extended total amount, the unit price is held to be the intended price and the total amount will be calculated accordingly. The "Schedule of Prices for Lump Sum Work" is in Microsoft Excel spreadsheets (reference Clause B.9).
- B. IDIQ price schedules for the base year and each of the four option years utilizing Microsoft Excel spreadsheets titled "Schedule of Prices for Prepriced Work," "Schedule of Prices for Coefficients," and "Schedule of Prices for Fixed Bare Labor Rates" are located at the end of this section (reference Clause B.9).
- C. The total estimated not-to-exceed amount for performance of all work for the applicable price is as follows and shall not be exceeded without prior written approval of the Contracting Officer.

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Base Period: 7/1/08 - 6/30/09	(b)(4)	\$18,000,000	(b)(4)

Total not-to-exceed price for each option year is set forth below:

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Option Year 1 7/1/09 - 6/30/10	(b)(4)	\$25,000,000	(b)(4)
Option Year 2: 7/1/10 - 6/30/11		\$25,000,000	
Option Year 3: 7/1/11 - 6/30/12		\$25,000,000	
Option Year 4: 7/1/12 - 6/30/13		\$25,000,000	

(End of Clause)

#### **B.4 IDIQ ORDERING PROCEDURES**

- A. The Contracting Officer shall issue all IDIQ work under this contract. As required, blanket Delivery Orders (DOs) shall be issued to establish a dollar value ceiling for issuance of Facility Work Requests (FWRs). Technical monitors, appointed by the Contracting Officer, shall direct the issuance of FWRs to request and schedule specific services under \$500,000. All FWRs shall be subject to the review and approval of the Contracting Officer's Technical Representative. Delivery Orders will be issued on OF 347 - Order for Supplies or Services, and FWRs will be issued on Form 199, Facility Work Request.
- B. Emergency requests may be issued by oral communication with established not-to-exceed values, where written confirmation will follow within 72 hours. Upon written confirmation, the Contractor shall follow the IDIQ procedures outlined in Attachment J-1, Paragraph 1.6.

(End of Clause)