

AK
3/2/08

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 06/30/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	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 3GJDO	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)
See Schedule Net Increase: \$11,502,984.00

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 43.103 (b) and NFS 1852.232-77 Limitation of Funds

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.)
The purpose of this modification is to provide initial contract funding in the amount of \$11,502,984 in accordance with contract clause B.8 (Limitation of Funds Fixed Priced Contracts) and incorporate FAR Clause 52.203-14 into this contract.
Delivery Location Code: MSFC
NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

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) Rhoney Triplett Jr.
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	15D. UNITED STATES OF AMERICA Signature of Contracting Officer
	16C. DATE SIGNED 06/30/2008

897 07/03/08

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
200223562	129985.03.08	EXCX22008D	62AS20	\$ 20,000.00
200258115	129985.06.08	EXCX22008D	62AS20	\$4,017,000.00
200258115	129985.06.08	ESAX22008D	62AS20	\$7,465,984.00
Funding Allotted This Action				\$11,502,984.00

--Remainder of Page Intentionally Left Blank--

A. The purpose of this modification is to provide initial contract funding in the amount of \$11,502,984 in accordance with contract clause B.8 (Limitation of Funds Fixed Priced Contracts) and incorporate FAR Clause 52.203-14 into this contract.

B. Accordingly, the allotted funding for the Lump Sum Portion of this contract is increased by \$11,502,984 (from \$0 to \$11,502,984). This amount provides funding for this contract through March 29, 2009.

C. Additionally, FAR Clause 52.203-14, Display of Hotline Poster(s) (DEC 2007) is incorporated into Section I of this contract by reference.

D. Therefore, the contract is changed in the following particulars:

Section B, Clause B.8, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.8, shown on the enclosed replacement pages Section B, page 10 of 13 through Section B page 12 of 13, is substituted in lieu thereof.

Section I (1)(I), page 4 of 29; is hereby deleted in its entirety and Clause 52.203-14, Display of Hotline Poster(s) (DEC 2007); is added and shown on the enclosed replacement page 4 of 29, is substituted in lieu thereof.

E. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.

Section	Pages Added	Pages Deleted
B, SUPPLIES OR SERVICES AND PRICES/COSTS	Page 10 of 13 through Pages 12 of 13	Pages 10 of 13 through Pages 12 of 13
I, CONTRACT CLAUSES	Page 4 of 29	Page 4 of 29

F. All other terms and conditions remain unchanged and in full force and effect.

A deduction for nonconforming work shall be taken monthly from the Contractor's invoice. The Contractor shall submit a Self-Evaluation of Performance each month (See Clause E.6). The Contractor's self-evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

- C. All as-built drawings and other required submittals shall be submitted prior to acceptance of the work and final payment of any FWR or DO.
- B. The data required in DRD 1197MA-003, along with the Contractor's SF 1034 - Public Voucher for Purchases and Services Other Than Personal, shall serve as the complete invoice. The Contractor shall identify capital assets separately on its invoices. Distribution shall be in accordance with the DRD

(End of Clause)

B.8 LIMITATION OF FUNDS (FIXED-PRICE CONTRACTS) (NFS 1852.232-77) (MAR 1989)

- A. Of the total price of items identified for the Base Period, the sum of \$11,502,984 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	March 29, 2009	Amounts	\$11,502,984
------	----------------	---------	--------------

- B. The Contractor agrees to perform or have performed work as specified in paragraph A. above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. 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 contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- C. 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 29, 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 calendar days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause will approximate 75 percent of the total amount then allotted to the contract.
 3.
 - a. The notice shall state the estimate when the point referred to in subparagraph above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 1. above, or an agreed date substituted for it.
 - b. The Contractor shall, 60 calendar days in advance of the date specified in subparagraph 1. above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 4. If, after the notification referred to in subdivision 3.a. above, additional funds are not allotted by the date specified in subparagraph 1. above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- D. When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs B. and C., above shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract 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 contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, 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 funds for this contract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. 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 A., above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

--Remainder of Page Intentionally Left Blank--

Number	Clause Title	Date
52.239-1	Privacy Or Security Safeguards	Aug 1996
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.242-3	Penalties For Unallowable Costs	May 2001
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes – Fixed Price – As modified by NASA FAR SUPPLEMENT 1843.205 – Alternate II (Apr 1984): Insert "60 Days" In Lieu of "30 Days" in paragraph c.	Aug 1987
52.243-3	Changes – Time-and-Materials or Labor Hours	Sep 2000
52.244-2	Subcontracts: Insert "Exceeding \$500,000 in paragraph d.	Jun 2007
52-244-6	Subcontracts for Commercial Items	Sep 2006
52.245-1	Government Property	Jun 2007
52.245-9	Use and Charges	Jun 2007
52.246-4	Inspection of Services—Fixed-Price	Aug 1996
52.246-20	Warranty of Services	May 2001
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-1	Commercial Bill Of Lading Notations	Feb 2006
52.248-1	Value Engineering	Feb 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991
52.203-14	Display of Hotline Poster(s)	Dec 2007

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Number	Clause Title	Date
1852.219-74	Use of Rural Area Small Businesses	Sep 1990
1852.219-75	Small Business and Small Disadvantaged Business Subcontracting Reporting	May 1999
1852.219-76	NASA 8 Percent Goal	Jul 1997
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.243-71	Shared Savings	Mar 1997

(End of Clause)