

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 4

2 AMENDMENT/MODIFICATION NO.

000012

3. EFFECTIVE DATE

See Block 16C

4 REQUISITION/PURCHASE REQ. NO.

5 PROJECT NO. (if applicable)

6 ISSUED BY

CODE

MSPC

7. ADMINISTERED BY (if other than item 6)

CODE

MSPC

NASA/Marshall Space Flight Center
Acurement Office
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

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)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM08AA54C

10B. DATED (SEE ITEM 13)

CODE 3GJDO

FACILITY CODE

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

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 (b)

D. OTHER (Specify type of modification and authority)

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)

Previous Amount: \$12,779,465.17
This Mod: \$ 149,058.00
Revised Amount: \$12,928,523.17

1. The purpose of this modification is to provide funds in the amount of \$149,058.00 pursuant to the "Limitations of Funds" clause. It is estimated that the total allotment of funds will adequately cover the services through 09 April 2009 and to correct E.6 "Contractors Self-Evaluation of Performance".

2. Clause B.8 entitled "LIMITATIONS OF FUNDS" Section B, para "A" and "C" on page 10 of 13, is revised to show the increase of \$149,058.00 in funding from \$12,779,465.17 to 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)

15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Anna C Stovall

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

15B UNITED STATES OF AMERICA

15C DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

FORM 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

17 Feb. 09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM08AA54C/000012

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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>\$12,928,523.17 and to reflect the current coverage date of 29 April 2009.</p> <p>3. Section E-6 has been changed from "...by 5th working day..." to "...8th working day...". No other changes have been made to this section.</p> <p>4. As a result of the changes stated above, the following page is hereby added / deleted:</p> <table border="0"> <tr> <td>Page Added</td> <td>Page Deleted</td> </tr> <tr> <td>10 of 13 (Mod 12)</td> <td>10 of 13 (Mod 10)</td> </tr> <tr> <td>5 of 16 (Mod 12)</td> <td>5 of 16 (Mod 12)</td> </tr> </table> <p>Except as provided for herein, there are no other changes to NNM08AA54C.</p>	Page Added	Page Deleted	10 of 13 (Mod 12)	10 of 13 (Mod 10)	5 of 16 (Mod 12)	5 of 16 (Mod 12)				
Page Added	Page Deleted										
10 of 13 (Mod 12)	10 of 13 (Mod 10)										
5 of 16 (Mod 12)	5 of 16 (Mod 12)										

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 \$12,928,523.17 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	April 29, 2009	Amount	\$12,928,523.17
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- 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 April 29, 2009.

<u>DEDUCTIONS FOR IDIQ WORK</u>	
Failure to comply with proposal estimate schedule	Subtract three percent from the total FWR/DO amount
Failure to satisfy FWR/DO requirements by completion date specified on FWR/DO	Subtract five percent from the total FWR/DO amount
Failure to avoid unplanned disruptions to building occupants during performance of work	Subtract five percent from the total FWR/DO amount
Failure to provide FWR/DO submittals per contract requirements	Subtract five percent from the total FWR/DO amount
Failure to provide adequate reporting per requirements listed in contract	Subtract five percent from the total FWR/DO amount

Should the Government be required to perform the deficient services by Government or other personnel, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices set out in the Contractor's FWR or DO proposal will be utilized in establishing a deduction amount. In addition to these payment deductions, the Government will assess an additional 20 percent or \$500 per contract requirement, whichever is greater, to compensate the Government for administrative costs and other expenses incurred by the Government to obtain satisfactory completion of the services.

- C. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with the clause 52.249-8, "Default (Fixed Price Supply and Service,)" in Section I.

(End of Clause)

E.6 CONTRACTORS SELF- EVALUATION OF PERFORMANCE

Contractor's Self-evaluation of Performance shall be submitted by the 8th working day of each month, complete with backup and analyses for all Lump Sum and IDIQ