

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE 07	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 55	3. EFFECTIVE DATE Feb. 12, 2001	4. REQUISITION/PURCHASE REQ. NO. SEE PAGE 2		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 PS41-D	7. ADMINISTERED BY (If other than Item 6) PS41-D/Rita Mason/ 256-544-5511		CODE PS41-D

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Prime: Lockheed Martin Engineering & Sciences Company 2625 Bay Area Boulevard Houston, TX 77058  C/O: Lockheed Martin Space Mission Systems & Services Attn: Frank Barnes P.O. Box 240006 Huntsville, AL 35824-6406	(v)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-44000
		10B. DATED (SEE ITEM 13) August 19, 1996
Code 51017	FACILITY CODE	

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;
- (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 PAGE 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(v)	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: The "Limitation of Funds" clause
	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.)

	Negotiated Estimated Cost	Provisional Est. Cost	Award Fee Earned	Potential Award Fee	Total Contract Value	Total Sum Alloted
Previous Total:	\$137,247,592	1,500,000	\$4,992,202	\$ 760,694	\$144,500,488	\$143,561,458
This Modification:	0	8,500,000	0	0	8,500,000	9,153,018
Revised Total:	\$137,247,592	\$10,000,000	\$4,992,202	\$ 760,694	\$153,000,488	\$152,714,476

See Page 2 for description of this modification.

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) Harry B. Craig Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Harry B. Craig Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ Harry B. Craig (Signature of Contracting Officer)	16C. DATE SIGNED February, 12 2001

Standard Form 30 Continued

REQUISITION/PURCHASE REQUEST NUMBER  
 ACCOUNTING AND APPROPRIATION DATA

1-1-FD-D1155(03)(1F)	801/20111	479-41-00-T585-FD-1-002-DP1-2550	\$6,815,040
1-1-FD-D1156(03)(1F)	801/20111	479-44-00-T585-FD-1-002-DS1-2550	1,883,210
1-1-FD-D1276(02)(1F)	801/20111	479-44-00-T585-FD-1-002-012-2550	245,000
1-1-FD-D1493(01)(1F)	801/20111	717-34-ZT-T585-FD-1-00S-X34-2550	31,245
1-1-FD-D1529(01)(1F)	801/20111	479-22-00-T585-FD-1-002-PCA-2550	4,000
1-1-FD-D2017(00)(1F)	801/20110	377-10-11-T585-FD-1-003-017-2550	6,551
1-1-FD-D2058(00)(1F)	801/10111	250-41-47-T585-FD-0-003-058-2550	700
1-1-FD-D2061(00)(1F)	801/20111	575-15-10-T585-FD-1-002-PG3-2550	50,000
1-1-FD-D2062(00)(1F)	801/20111	575-15-10-T585-FD-1-002-062-2550	11,688
	801/20111	377-10-11-T585-FD-1-003-062-2550	15,584
1-1-FD-D2158(00)(1F)	801/20110	455-60-23-M900-FD-1-00S-EE1-2550	<u>90,000</u>

**TOTA L : \$9,153,018**

The purpose of this modification is to provide incremental funding pursuant to FAR 52.232-22 "Limitation of Funds" clause and to provisionally increase contract value by \$8,500,000. The contract will be changed as follows:

1. Clause B.6 – Contract Funding (18-52.232-81)(Jun 1990) is deleted in its entirety and replaced by the following:

"B.6 CONTRACT FUNDING (18-52.232-81)(JUN 1990)

- (a) For purpose of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$146,655,427. This allotment is for Utilization Mission Support for the Mission Operations Laboratory and covers the following estimated period of performance: Date of contract Award through May 13, 2001.
- (b) An additional amount of \$6,059,049 is obligated under this contract for payment of fee(s).
- (c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>Earned Award Adjustment</u>	<u>Funding This Action</u>	<u>Revised Total</u>
Estimated Cost:	\$137,914,295	-0-	\$8,741,132	\$146,655,427
Award Fee Pool	654,961	-0-	411,886	1,066,847
Earned Award Fee	<u>4,992,202</u>	<u>-0-</u>	<u>0</u>	<u>4,992,202</u>
Total Sum Allotted	\$143,561,458	0	\$ 9,153,018	\$152,714,476

(End of Clause)

2. All other terms and conditions remain unchanged.