OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
1	SEP 30 2005	See Page 2	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$1,293,735
This Mod	0	0	0	0	0	0	0	925,077
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$2,218,812

See Page 3 for Description

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)* Roxanne C. Melton Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *Original Signed By Roxanne C. Melton* *(Signature of Contracting Officer)*	16C. DATE SIGNED 9-30-05

Purchase Request No./Accounting & Appropriation Data

PR	FUND CENTER – WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200128207	62-SD	62SDPGS	SAEX22004D	$ 4,180
4200133867	62R-761-90-931M-01	62NP30	EXCX22005R	$ 30,656
	62-302-80-01	62NP02	SFCX22004D	$ 15,700
4200134018	62-794-20-77	62ED33	SFCX22004D	$ 26,794
	62-794-20-81	62NP02	SFCX22004D	$ 8,768
	62-794-30-04	62NP02	SFCX22004D	$ 18,273
	62-794-30-11	62TD07	SFCX22004D	$ 54,135
	62-794-30-15	62ED24	SFCX22004D	$ 2,481
	62-794-20-71	62TD61	SFCX22004D	$ 17,264
	62-794-20-08	62ED42	SFCX22004D	$ 2,897
	62-794-20-31	62TD15	SFCX22004D	$ 4,124
	62-794-20-32	62TD51	SFCX22004D	$ 6,418
	62-794-20-42	62TD52	SFCX22004D	$ 10,097
	62-794-20-43	62TD62	SFCX22004D	$ 1,048
	62-794-30-15	62TD07	SFCX22004D	$ 36,676
	62-800-91-01	62EM40	SAEX22004D	$ 40,564
	62-800-91-01	62TD05	SAEX22004D	$ 13,257
	62-973-80-90	62XD12	SAEX22004D	$ 19,186
	62-982-10-10	62EV12	SAEX22004D	$ 67,411
	62-982-10-10	62EV32	SAEX22004D	$ 3,760
	62-794-40-58	62ED15	SFCX22004D	$ 3,472
	62-794-30-33	62TD51	SFCX22004D	$ 56,809
	62-794-30-82	62TD51	SFCX22004D	$ 47,097
	62-794-40-41	62ED34	SFCX22004D	$ 51,149
	62-794-40-4L	62ED33	SFCX22004D	$ 3,184
	62-794-40-53	62TD54	SFCX22004D	$ 3,569
	62-319-80-95	62SP20	SFCX22004D	$ 87,484
	6251-370-08-42	62XD12	SAEX22004D	$ 14,037
	62-378-10-20	62EV11	SFCX22004D	$ 15,197
	62-379-20-20	62ED25	SFCX22004D	$ 11,642
	62-400-34-10-1B	62SDS4	SAEX22004D	$ 25,732
	62-319-01-10	62EV32	SFCX22004D	$ 15,611
	62-101-15-67	62EM40	SAEX22004D	$ 6,037
	62-112-10-01	62FD01	SAEX22004D	$ 10,736
	62-252-92-01	62ED33	SFCX22004D	$ 14,038
	62-319-01-10	62ED44	SFCX22004D	$ 43,423
	62-319-01-10	62EV13	SFCX22004D	$ 29,970
	62-400-34-10-1D	62SDS4	SAEX22004D	$ 8,787
	62-761-40-19	62EV22	SFCX22004D	$ 9,704
	62-761-90-71	62ED15	SFCX22004D	$ 4,196
	62-794-20-02	62TD51	SFCX22004D	$ 6,059

	62-794-20-05	62ED21	SFCX22004D	$	1,448
	62-794-20-05	62TD51	SFCX22004D	$	6,555
	62-794-40-19	62EI32	SFCX22004D	$	10,038
	62-400-34-10-1J	62ED44	SAEX22004D	$	2,545
	62-430-04-00	62SD21	SAEX22004D	$	9,141
	62-432-03-07	62SD50	SAEX22004D	$	3,322
	62-622-41-02	62XD11	SAEX22004D	$	10,423
	62-761-40-12	62ED15	SFCX22004D	$	7,141
	62-TESTSVCS	62TDTESTPL	SFCX22004D	$	10,173
	62-TD	62TD54POOL	SFCX22004D	$	5,615
	62-SD	62SDPGS	SFCX22004D	$	1,968
	62-CTRGA	62CDDF0426	SFCX22004D	$	1,431
	62-CTRGA	62CDDF0410	SFCX22004D	$	3,655
			TOTAL	**$**	**925,077**

Description of Modification

This modification provides incremental funding to provide continued funding coverage through October 31, 2005, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 and replacing it with the attached page B-4 (MOD 1). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $2,131,900. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through October 31, 2005.

(b) An additional amount of $86,912 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$1,243,058	$888,842	$2,131,900
Prov. Performance Fee:	$30,406	$21,741	$52,147
Prov. Award Fee:	$20,271	$14,494	$34,765
Earned Performance Fee:	$ 0	$ 0	$ 0
Earned Award Fee:	$ 0	$ 0	$ 0
Total Sum Allotted:	$1,293,735	$925,077	$2,218,812

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
2	OCT 26 2005	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$2,218,812
This Mod	0	0	0	0	0	0	0	552,547
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	2,771,359

See Page 3 for Description

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)*	
		Cynthia B. Hollingsworth Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY */s/ Original Signed by: Cynthia B. Hollingsworth*	October 26, 2005
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Purchase Request No./Accounting & Appropriation Data

PR	FUND CENTER – WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200134273	62-CTRGA	62CDDF0507	EXCX22005D	$2,500
4200134375	62-617-42-10	62EM20	EXCX22005D	$108,411
4200134581	62-617-52-07	62EV22	EXCX22005D	$50,000
	62-455-60-24	62EV34	ESAX22005D	$45,000
	62-127-10-1J	62EV12	EXCX22005D	$14,500
4200134628	62-617-45-20	62NP02	EXCX22005D	$51,924
	62-617-91-40-13	62NP02	EXCX22005D	$59,209
	62-617-52-01	62NP02	EXCX22005D	$107,856
	62-617-44-10-PO	62NP02	EXCX22005D	$38,573
	62-973-15-09	62NP50	ESAX22005D	$626
	62-973-15-01	62NP50	ESAX22005D	$73,948
			TOTAL	**$552,547**

Description of Modification

This modification provides incremental funding to provide continued funding coverage through November 3, 2005, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 and replacing it with the attached page B-4 (MOD 2). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $2,662,804. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through November 3, 2005.

(b) An additional amount of $21,643 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$2,131,900	$530,904	$2,662,804
Prov. Performance Fee:	$52,147	$12,986	$65,133
Prov. Award Fee:	$34,765	$8,657	$43,422
Earned Performance Fee:	$ 0	$ 0	$ 0
Earned Award Fee:	$ 0	$ 0	$ 0
Total Sum Allotted:	$2,218,812	$552,547	$2,771,359

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
3	NOV 3 2005	See Page 2	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$2,771,359
This Mod	0	0	0	0	0	0	0	2,985,108
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$5,756,467

See Page 3 for Description

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)* Cynthia B. Hollingsworth Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ Original Signed by: BY *Cynthia B. Hollingsworth* *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/03/2005

Purchase Request No./Accounting & Appropriation Data

PR	FUND CENTER – WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200135226	62-103-06-76	62RS40	ESAX22005D	$280,000
4200135605	62-379-20-30	62EM40	EXCX22005D	$60,000
	62-379-30-03	62NP20	EXCX22005D	$153,065
	62-400-36-43	62EO30	ESAX22005D	$485,000
	62-612-10-90-13	62SP20	EXCX22005D	$61,502
	62-617-47-31	62EV43	EXCX22005D	$45,167
	62-617-91-10	62NP01	EXCX22005D	$97,140
	62-617-91-10	62NP20	EXCX22005D	$598,909
	62-973-15-13	62EM30	ESAX22005D	$57,000
	62-101-15-65	62EI51	ESAX22005D	$52,670
	62-101-15-85	62XD42	ESAX22005D	$54,914
	62-101-58-02	62EI02	ESAX22005D	$225,000
	62-104-08-49	62EV32	EXCX22005D	$91,185
	62-377-10-30-GO	62XD32	EXCX22005D	$115,993
	62-376-10-30	62ET21	EXCX22005D	$75,871
	62-376-10-15	62EM10	EXCX22005D	$112,622
			TOTAL	**$2,985,108**

Description of Modification

This modification provides incremental funding to provide continued funding coverage through November 28, 2005, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 2) and replacing it with the attached page B-4 (MOD 3). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $5,530,984. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through November 3, 2005.

(b) An additional amount of $225,483 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$2,662,804	$2,868,180	$5,530,984
Prov. Performance Fee:	$65,133	$70,157	$135,290
Prov. Award Fee:	$43,422	$46,771	$90,193
Earned Performance Fee:	$ 0	$ 0	$0
Earned Award Fee:	$ 0	$ 0	$0
Total Sum Allotted:	$2,771,359	$2,985,108	$5,756,467

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
4	NOV 17 2005	See Page 2	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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: FAR 43.103 (a) (3) Mutual Agreement
	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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$5,756,467
This Mod	0	0	0	0	0	0	0	(270,000)
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$5,486,467

See Page 3 for Description

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)*
Randy W. Lycans Vice President and Deputy General Mgr, JS ESTS Group	Roxanne C. Melton Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Original Signed by Randy W. Lycans	11-17-05	/s/ Original Signed by Roxanne C. Melton BY	11.17.05
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Purchase Request No./Accounting & Appropriation Data

PR	FUND CENTER – WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200131876	62ENG	62ED02POOL	ESAX22005D	($270,000)
			TOTAL	**($270,000)**

Description of Modification

This modification deobligates funding which changes the funding coverage through November 23, 2005, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 3) and replacing it with the attached page B-4 (MOD 4). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $5,271,560. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through November 23, 2005.

(b) An additional amount of $214,907 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$5,530,984	($259,424)	$5,271,560
Prov. Performance Fee:	$135,290	($6,346)	$128,944
Prov. Award Fee:	$90,193	($4,230)	$85,963
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$5,756,467	($270,000)	$5,486,467

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
5	NOV 25 2005	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.	
	9B. DATED *(SEE ITEM 11)*	
X	10A. MODIFICATION OF CONTRACT/ORDER NO.	NNM05AB50C
	10B. DATED *(SEE ITEM 13)*	09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$5,486,467
This Mod	0	0	0	0	0	0	0	3,019,402
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$8,505,869

See Page 3 for Description

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)*	
		Roxanne C. Melton Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *Original Signed By Roxanne C. Melton* BY	16C. DATE SIGNED 11/25/05
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Purchase Request No./Accounting & Appropriation Data

PR	FUND CENTER – WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200135342	522094.08.01.01.03.01	62ER33	EXCX22006D	$5,000
	62-973-15-05	62ER11	ESAX22005D	$32,688
	62-973-15-01	62ER11	ESAX22005D	$17,985
	62-973-15-03	62ER11	ESAX22005D	$68,000
	62-CTRGA	62CDDF0584	EXCX22005D	$28,880
4200136777	62R-251-10-0535-01	62ET21	EXCX22005R	$15,000
4200137035	814060.08.01	62ET02	ESAX22006D	$30,000
4200137162	62-614-10-05-1G	62SP20	EXCX22005D	$10,000
	522094.08.01.01.03.01	62EM10	EXCX22006D	$100,000
	62-973-15-05	62NP50	ESAX22005D	$25,000
	524238.08.01.01.03	62EM10	EXCX22006D	$35,700
4200137505	62-617-52-01	62NP02	EXCX22005D	$34,840
	62-617-52-08	62NP02	EXCX22005D	$80,000
	62-617-52-07	62NP02	EXCX22005D	$36,500
	62-617-91-10	62NP02	EXCX22005D	$125,000
4200137676	62-376-20-13-ER	62ER43	EXCX22005D	$18,515
	62-376-20-13-ER	62ER42	EXCX22005D	$1,450
	62-376-20-13-ER	62ER41	EXCX22005D	$25,878
	62-376-60-10	62ER33	EXCX22005D	$7,279
	62-379-30-02	62NP20	EXCX22005D	$54,348
	62-376-50-15-00	62ER22	EXCX22005D	$16,069
	62-376-60-10	62ER43	EXCX22005D	$1,613
	62-377-10-10-RC	62ET24	EXCX22005D	$20,000
	62-376-10-30	62ET24	EXCX22005D	$33,207
	62-377-10-30-VE	62ET21	EXCX22005D	$28,678
	62-376-10-30	62ET21	EXCX22005D	$30,000
	62-104-08-49	62ET21	EXCX22005D	$16,564
	62-376-10-30	62ET13	EXCX22005D	$4,810
	62-377-10-10-16	62ER21	EXCX22005D	$49,263
	62-101-58-02	62EI02	ESAX22005D	$343,951
	62-101-15-52	62SY10	ESAX22005D	$181,764
	62-127-10-1J	62SP32	ESAX22005D	$386,815
	62-612-10-07-3C	62SP20	EXCX22005D	$88,050

	62-103-06-76	62RS40	ESAX22005D	$149,113
	62-101-45-32	62SP12	ESAX22005D	$21,346
	62-617-44-50	62EI22	EXCX22005D	$41,808
	62-376-20-13-ER	62ER21	EXCX22005D	$128,787
	62-376-60-10	62EV22	EXCX22005D	$3,787
	62-800-93-6B	62EV13	ESAX22005D	$3,281
	62-376-60-10	62EI24	EXCX22005D	$538
	62-127-10-1N	62EI32	ESAX22005D	$36,026
	62-376-20-14	62EI41	EXCX22005D	$63,517
	62-ENG	62EI12POOL	ESAX22005D	$3,546
	62-ENG	62EI13POOL	ESAX22005D	$134,157
	62-ENG	62EI32POOL	ESAX22005D	$32,092
	62-TESTSVCS	62TESTPB	ESAX22005D	$47,991
	62-TESTSVCS	62TEST20	ESAX22005D	$53,555
	62-SD	62XD2_ES	EXCX22005D	$5,804
	62-SD	62XD32_ES	ESAX22005D	$134,204
	62-SD	62XD32_ES	EXCX22005D	$7,005
	62-ITSVCS	62ITMISC	EXCX22005D	$63,552
	62-CTRGA	62GAINVIEC	EXCX22005D	$136,446
			TOTAL	**$3,019,402**

Description of Modification

This modification provides incremental funding which continues funding coverage through December 21, 2005, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 4) and replacing it with the attached page B-4 (MOD 5). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $8,172,690. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through December 21, 2005.

(b) An additional amount of $333,179 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$5,271,560	$2,901,130	$8,172,690
Prov. Performance Fee:	$128,944	$70,963	$199,907
Prov. Award Fee:	$85,963	$47,309	$133,272
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$5,486,467	$3,019,402	$8,505,869

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6	DEC 29 2005	See Page 2	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$8,505,869
This Mod	0	0	0	0	0	0	0	9,746,689
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$18,252,558

See Page 8 for Description

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)* Roxanne C. Melton Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(/s/ Original Signed by Roxanne C. Melton* BY	16C. DATE SIGNED 12/29/2005
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Purchase Request No./Accounting & Appropriation Data

PR	FUND CENTER – WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200137853	62-TESTSVCS	62TEST20	ESAX22005D	$32,781
	62-376-10-30	62-ET21	EXCX22005D	$23,705
4200138061	62-973-15-12	62NP50	ESAX22005D	$34,000
4200138243	197009.10.01.01.10	62MP71	EXCX22006D	$203,248
	411011.01.01.01.02	62MP02	EXCX22006D	$13,000
4200138875	520871.08.01.01.02	62ER22	EXCX22006D	$47,125
	520871.08.01.01.02	62ER43	EXCX22006D	$50,000
	62-617-83-99	62ER21	EXCX22005D	$6,100
	346620.04.03.01.05	62XD20	ESAX22006D	$7,467
	62-252-01-01	62ED03	EXCX22005D	$4,063
	522094.08.01.01.03.01	62ER41	EXCX22006D	$223,264
	197009.10.01.01.12	62ER21	EXCX22006D	$2,500
	321878.04.08.04.02.04.08	62ER23	ESAX22006D	$35,000
	522632.08.01.01	62ER21	EXCX22006D	$56,000
	62-379-20-20	62ER43	EXCX22005D	$14,000
4200139010	62-101-20-A4	62SV10	ESAX22005D	$218
	62-336-38-11	62SV10	EXCX22005D	$34,444
	62-467-10-30-X1	62SV10	EXCX22005D	$16,735
	62-467-10-20-W1	62SV10	EXCX22005D	$33,151
	62-467-20-10-03	62SV10	EXCX22005D	$143,037
	62-477-03-83	62SV10	EXCX22005D	$20,000
4200139204	62-853-90-20	62SU10	ESAX22005D	$49,145
4200139431	814060.08.07	62ET02	ESAX22006D	$7,000
	814060.08.01	62ET13	EXCX22006D	$25,000
	814060.08.01	62ET10	EXCX22006D	$58,000
	814060.08.04	62ET20	EXCX22006D	$115,000
4200139502	62-336-38-11	62EI41	EXCX22005D	$20,002
	62-467-10-20-W3	62EI32	EXCX22005D	$24,223
	62-467-10-20-W3	62EI31	EXCX22005D	$1,705
	62-467-10-30-X2	62EI24	EXCX22005D	$22,153
	401769.06.03.07.04.04	62EI24	EXCX22006D	$36,608
	62-467-10-20-W3	62EI42	EXCX22005D	$924
	62-127-10-1F	62EI42	ESAX22005D	$3,328

	62-127-10-1J	62EI24	ESAX22005D	$4,017
	62-127-10-1H	62EI12	ESAX22005D	$13,602
	939904.01.08.02	62EI42	EXCX22006D	$28,300
	62-378-10-20	62EI24	EXCX22005D	$10,000
	522632.08.01.01	62EI24	EXCX22006D	$7,171
	522632.08.01.01	62EI22	EXCX22006D	$7,322
	522632.08.01.01	62EI21	EXCX22006D	$4,831
	524238.08.02.01.03	62EI21	EXCX22006D	$4,776
	524238.08.01.01.03	62EI21	EXCX22006D	$4,882
	62-467-10-20-W6	62EI11	EXCX22005D	$14,834
	401769.06.01.02.03	62EI21	EXCX22006D	$45,782
	62-467-10-20-W3	62EI13	EXCX22005D	$7,916
	62-467-10-20-W6	62EI13	EXCX22005D	$59,062
	62-467-10-30-X9	62EI13	EXCX22005D	$88,116
	62-467-10-20-W6	62EI12	EXCX22005D	$49,150
	62-CTRGA	62CDDF0502	EXCX22005D	$15,000
4200139522	524238.08.01.01.03	62EM20	EXCX22006D	$170,000
	524238.08.01.01.03	62EM10	EXCX22006D	$300,000
	524238.08.01.01.03	62EM03	EXCX22006D	$35,000
	520871.08.01.01.02	62EM40	EXCX22006D	$100,000
	520871.08.01.01.02	62EM30	EXCX22006D	$50,000
	520871.08.01.01.02	62EM20	EXCX22006D	$30,000
	520871.08.01.01.02	62EM10	EXCX22006D	$50,000
	522094.08.01.01.03.01	62EM20	EXCX22006D	$30,000
	522094.08.01.01.03.01	62EM10	EXCX22006D	$50,000
	522632.08.01.01	62EM40	EXCX22006D	$100,000
	522632.08.01.01	62EM10	EXCX22006D	$120,000
	522632.08.01.01	62EM03	EXCX22006D	$10,000
	524238.08.01.01.03	62EM40	EXCX22006D	$22,000
	524238.08.01.01.03	62EM30	EXCX22006D	$57,000
	520871.08.01.01.02	62EM03	EXCX22006D	$20,000
	62-467-10-20-W3	62EM10	EXCX22005D	$1,727
	62-336-38-11	62EM10	EXCX22005D	$13,238
	62-110-89-22	62EM30	ESAX22005D	$36,000
	197009.10.02.01.05	62EM30	EXCX22006D	$30,000
	321878.04.08.04.02.04.08	62EM10	ESAX22006D	$100,000
	62-612-01-92-02	62EM01	EXCX22005D	$3,000
	524238.08.02.01.03	62EM10	EXCX22006D	$142,369
	62-104-08-54	62EM20	EXCX22005D	$10,000
	62-376-10-15	62EM01	EXCX22005D	$20,873
	62-376-20-13-EM	62EM01	EXCX22005D	$6,319
	62-376-60-10	62EM01	EXCX22005D	$1,253

	62-376-50-15-00	62EM01	EXCX22005D	$9,149
	62-612-20-08-11	62EM40	EXCX22005D	$20,000
	62-612-20-06-A2	62EM30	EXCX22005D	$5,000
	62CDDF0513	62-CTRGA	EXCX22005D	$1,000
4200139580	62ED02POOL	62-ENG	ESAX22005D	$41,807
4200139598	62-800-90-EO	62NP40	ESAX22005D	$769,267
4200139690	62-617-47-35	62NP70	EXCX22005D	$7,585
	62-617-52-01	62NP70	EXCX22005D	$247,258
	62-617-93-01	62NP01	EXCX22005D	$279,023
	62-617-46-10	62NP60	EXCX22005D	$40,962
	62-973-15-01	62NP50	ESAX22005D	$100,000
	62-617-52-07	62NP01	EXCX22005D	$152,281
	62-617-44-10	62NP60	EXCX22005D	$53,703
	62-617-45-10	62NP60	EXCX22005D	$30,723
	62-617-52-01	62NP70	EXCX22005D	$136,190
	62-617-53-99	62NP01	EXCX22005D	$17,706
	62-617-52-01	62NP70	EXCX22005D	$334,874
	62-378-10-40	62NP60	EXCX22005D	$13,000
	62-617-52-11	62NP01	EXCX22005D	$185,263
	62-617-52-07	62NP01	EXCX22005D	$149,083
4200139701	197009.10.01.01.06	62EV12	EXCX22006D	$48,673
	197009.10.01.01.04	62EV13	EXCX22006D	$64,774
	197009.10.01.01.03	62EV13	EXCX22006D	$17,149
4200139809	62-622-29-03	62XD11	ESAX22005D	$41,306
	62-622-29-40	62XD11	ESAX22005D	$18,118
	62-621-15-98	62XD11	ESAX22005D	$106,148
	62-622-41-02	62XD11	ESAX22005D	$80,134
4200140331	62-376-50-15-00	62EM03	EXCX22005D	$1,836
	62-376-20-13-ER	62ER41	EXCX22005D	$77,656
	62-376-20-13-EM	62EM10	EXCX22005D	$57,647
	62-376-20-13	62EM03	EXCX22005D	$2,004
	62-376-10-30	62EV31	EXCX22005D	$11,107
	62-376-50-15-00	62EM40	EXCX22005D	$102,903
	62-376-60-10	62EM03	EXCX22005D	$35,000
	62-376-60-10	62EI42	EXCX22005D	$21,478
	62-376-60-10	62EI24	EXCX22005D	$35,992
	62-376-60-10	62EI21	EXCX22005D	$21,430

	62-376-50-15-00	62ER22	EXCX22005D	$3,000
	62-376-10-30	62ET20	EXCX22005D	$15,995
	62-376-10-15	62EM40	EXCX22005D	$19,297
	62-376-10-15	62EM30	EXCX22005D	$30,971
	62-376-10-15	62EM10	EXCX22005D	$16,216
	62-376-10-15	62EM03	EXCX22005D	$35,296
	62-376-10-15	62ED33	EXCX22005D	$15,991
	62-376-10-15	62EV33	EXCX22005D	$16,288
	62-376-10-30	62EM20	EXCX22005D	$12,247
	62-376-10-30	62EM10	EXCX22005D	$7,552
	62-376-10-30	62EM03	EXCX22005D	$29,764
	62-376-10-30	62EI21	EXCX22005D	$15,069
	62-376-10-15	62EV34	EXCX22005D	$19,627
	62-376-60-10	62EM10	EXCX22005D	$79,865
	62-377-10-30-OD	62EV31	EXCX22005D	$49,016
	62-377-10-30-OD	62EM10	EXCX22005D	$89,797
	62-377-10-10-RC	62EM40	EXCX22005D	$14,247
	62-377-10-10-16	62ER33	EXCX22005D	$4,568
	62-377-10-10-15	62EV41	EXCX22005D	$34,399
	62-377-10-30-VE	62EI13	EXCX22005D	$40,000
	62-379-30-05	62ER23	EXCX22005D	$1,841
	62-379-30-02	62ER33	EXCX22005D	$5,147
	62-379-20-30	62EM30	EXCX22005D	$33,583
	62-378-10-30	62ER33	EXCX22005D	$15,612
	62-378-10-20	62EV34	EXCX22005D	$58,568
	62-377-10-10-15	62EV33	EXCX22005D	$16,436
	62-376-60-10	62ET22	EXCX22005D	$2,304
	62-376-60-10	62ER33	EXCX22005D	$44,998
	62-376-60-10	62ER22	EXCX22005D	$63,684
	62-376-60-10	62EM40	EXCX22005D	$32,196
	62-376-60-10	62EM30	EXCX22005D	$33,434
	62-376-60-10	62EV22	EXCX22005D	$1,116
	62-377-10-10-06	62EV13	EXCX22005D	$39,398
	62-377-10-10-06	62EI21	EXCX22005D	$3,641
	62-377-10-10-02	62EI42	EXCX22005D	$7,985
	62-377-10-10-00	62MP71	EXCX22005D	$17,637
	62-376-60-10	62EV32	EXCX22005D	$114,573
	62-101-58-07	62XD40	ESAX22005D	$4,914
	62-101-58-01	62XD41	ESAX22005D	$720
	62-101-45-25	62XD42	ESAX22005D	$31,746
	62-101-35-13	62XD42	ESAX22005D	$1,286
	62-101-20-A4	62SV10	ESAX22005D	$3,211
	62-101-58-30	62XD42	ESAX22005D	$11,171

	62-127-10-1E	62EI13	ESAX22005D	$47,279
	62-127-10-1E	62EI11	ESAX22005D	$4,288
	62-104-08-49	62EV32	EXCX22005D	$3,100
	62-104-08-15	62EV32	EXCX22005D	$20,894
	62-103-06-30	62EI32	ESAX22005D	$31,719
	62-101-20-A3	62EV50	ESAX22005D	$55,280
	62-101-15-53	62SY10	ESAX22005D	$79,872
	62-101-15-51	62SY10	ESAX22005D	$21,676
	62-101-15-47	62XD42	ESAX22005D	$28,681
	62-101-15-42	62XD42	ESAX22005D	$44,444
	62-101-11-80	62SY10	ESAX22005D	$71,305
	62-101-15-54	62EM40	ESAX22005D	$16,712
	62-101-20-10	62SV10	ESAX22005D	$11,199
	62-101-20-10	62EV52	ESAX22005D	$24,440
	62-101-15-90	62SY10	ESAX22005D	$2,675
	62-101-15-60	62EM40	ESAX22005D	$2,912
	62-101-15-54	62EV52	ESAX22005D	$165,110
	62-127-10-1F	62EI24	ESAX22005D	$7,738
	62-336-33-08-60	62EM10	EXCX22005D	$3,944
	32-336-33-08-30	62EV52	EXCX22005D	$7,915
	62-336-33-03-RE	62EV12	EXCX22005D	$20,531
	62-336-32-03-MP	62EI22	EXCX22005D	$641
	62-336-31-02-S1	62EV24	EXCX22005D	$14,674
	62-336-33-10	62EI24	EXCX22005D	$18,556
	62-336-38-11	62EI42	EXCX22005D	$21,784
	62-336-38-11	62EI41	EXCX22005D	$10,360
	62-336-38-11	62EI24	EXCX22005D	$9,263
	62-336-38-11	62EI12	EXCX22005D	$13,856
	62-336-38-11	62EI11	EXCX22005D	$29,322
	62-336-31-02-S1	62EI21	EXCX22005D	$1,748
	62-127-10-1L	62EO30	ESAX22005D	$22,440
	62-127-10-1K	62EI52	ESAX22005D	$11,995
	62-127-10-1J	62SW10	ESAX22005D	$5,286
	62-127-10-1H	62EI12	ESAX22005D	$3,754
	62-127-10-1F	62EI42	ESAX22005D	$6,523
	62-127-10-1N	62EI22	ESAX22005D	$20,613
	62-336-31-01-AB	62EV52	EXCX22005D	$562
	62-336-31-01-AB	62EV34	EXCX22005D	$3,124
	62-336-31-01-AB	62EV32	EXCX22005D	$3,285
	62-336-31-01-AB	62EV12	EXCX22005D	$20,386
	62-127-10-1N	62EI32	ESAX22005D	$21,853
	62R-251-10-0583-01	62ET12	EXCX22005R 100007296/1	$12,915

4200140470	62-614-20-04-1A	62EI12	EXCX22005D	$7,771
	62-614-10-08-1G	62SP20	EXCX22005D	$7,295
	62-614-10-08-1G	62EV22	EXCX22005D	$13,186
	62-614-10-06-A4	62ER32	EXCX22005D	$51,003
	62-614-10-05-1G	62SP20	EXCX22005D	$26,351
	62-610-20-10-00	62EI31	EXCX22005D	$2,364
	62-477-03-83	62SV10	EXCX22005D	$6,645
	62-467-20-10-03	62SV10	EXCX22005D	$26,326
	62-614-20-04-1F	62EI12	EXCX22005D	$550
	62-982-10-51	62ER11	ESAX22005D	$40,066
	6251-782-06-10	62EV13	ESAX22005D	$7,214
	62-622-29-03	62EI51	ESAX22005D	$2,791
	62-617-47-51	62EV12	EXCX22005D	$201
	62-617-47-50	62EI32	EXCX22005D	$12,659
	62-617-47-35	62EV42	EXCX22005D	$16,758
	62-614-30-06-B1	62SP20	EXCX22005D	$27,569
	62-614-20-04-1M	62EI12	EXCX22005D	$18,905
	62-467-20-10-03	62FD22	EXCX22005D	$2,888
	62-467-10-20-W3	62EI13	EXCX22005D	$3,403
	62-467-10-20-W2	62EV12	EXCX22005D	$33,230
	62-467-10-20-W1	62SV10	EXCX22005D	$12,206
	62-455-40-41	62EV41	ESAX22005D	$4,566
	62-430-04-00	62SX10	ESAX22005D	$2,755
	62-400-36-43	62EO30	ESAX22005D	$5,793
	62-400-34-30-3R	62SW10	ESAX22005D	$12,679
	62-400-22-30-38	62SY10	ESAX22005D	$23,344
	62-467-10-20-W3	62EI31	EXCX22005D	$8,111
	62-467-10-30-X9	62EI13	EXCX22005D	$40,083
	62-467-10-30-X9	62EI12	EXCX22005D	$12,400
	62-467-10-20-W7	62EI12	EXCX22005D	$9,200
	62-467-10-30-W6	62EI11	EXCX22005D	$5,999
	62-467-10-20-W3	62EI32	EXCX22005D	$20,767
	62-467-10-20-W3	62EM10	EXCX22005D	$14,799
	62-467-10-20-W3	62EV50	EXCX22005D	$59,857
	62-467-10-20-W3	62EV52	EXCX22005D	$25,000
	62ER22POOL	62-ENG	EXCX22005D	$18,598
	62ER11POOL	62-ENG	EXCX22005D	$6,567
	62EV40POOL	62-ENG	EXCX22005D	$3,355
	62EV20POOL	62-ENG	EXCX22005D	$13,357
	62EV13POOL	62-ENG	EXCX22005D	$36,128
	62XD4_IRD	62-SD	EXCX22005D	$19,519
	62XD2_ES	62-SD	ESAX22005D	$13,934
	62TESTPB	62-TESTSVCS	ESAX22005D	$50,000

	62TESTMECH	62-TESTSVCS	EXCX22005D	$829
	62GAENVED	62-CTRGA	EXCX22005D	$8,600
	62EV12POOL	62-ENG	EXCX22005D	$15,746
	62EI22POOL	62-ENG	EXCX22005D	$8,487
	62EI12POOL	62-ENG	ESAX22005D	$20,362
	62CDDF0580	62-CTRGA	EXCX22005D	$157,435
	62CDDF0508	62-CTRGA	EXCX22005D	$62,237
	62CDDF0415	62-CTRGA	EXCX22005D	$1,560
	62EV02POOL	62-ENG	EXCX22005D	$11,908
	62EV01POOL	62-ENG	EXCX22005D	$49,941
	62EM10POOL	62-ENG	EXCX22005D	$46,045
	62EI51POOL	62-ENG	ESAX22005D	$5,000
	62EI24POOL	62-ENG	ESAX22005D	$31,023
	62TESTPB	62-TESTSVCS	ESAX22005D	$8,569
			TOTAL	$9,746,689

Description of Modification

This modification provides incremental funding which continues funding coverage through March 13, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 5) and replacing it with the attached page B-4 (MOD 6). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $17,537,596. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through March 13, 2006.

(b) An additional amount of $714,962 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$8,172,690	$9,364,906	$17,537,596
Prov. Performance Fee:	$199,907	$229,070	$428,977
Prov. Award Fee:	$133,272	$152,713	$285,985
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$8,505,869	$9,746,689	$18,252,558

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
7	JAN 26 2006	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.	
	9B. DATED *(SEE ITEM 11)*	
X	10A. MODIFICATION OF CONTRACT/ORDER NO.	NNM05AB50C
	10B. DATED *(SEE ITEM 13)*	09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$18,252,558
This Mod	0	0	0	0	0	0	0	5,782,510
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$24,035,068

See Page 3 for Description

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)*	
		Roxanne C. Melton Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA */s/ original Signed by Roxanne C. Melton* BY	16C. DATE SIGNED 01/26/2006
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Purchase Request No./Accounting & Appropriation Data

PR	FUND CENTER – WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200142542	62-614-10-08-10	62ER23	EXCX22005D	$15,000
4200142777	62-467-10-30-X1	62SV10	EXCX22005D	$15,000
4200142943	814060.08.01	62ET14	ESAX22006D	$4,000
	520871.08.01.01.02	62ER22	EXCX22006D	$3,500
	62-617-44-10	62ER32	EXCX22005D	$30,000
	197009.10.01.01.12	62ER42	EXCX22006D	$35,000
	522632.08.01.01	62ER33	EXCX22006D	$70,000
	197009.10.01.01.12	62ER33	EXCX22006D	$60,000
4200143164	524238.08.01.01.03	62EM30	EXCX22006D	$93,000
	520871.08.01.01.02	62EM30	EXCX22006D	$94,495
	524238.08.02.01.03	62EM20	EXCX22006D	$80,000
	520871.08.01.01.02	62EM20	EXCX22006D	$31,750
	524238.08.01.01.03	62EM20	EXCX22006D	$140,983
	522094.08.01.01.03.01	62EM20	EXCX22006D	$20,000
	524238.08.01.01.03	62EM40	EXCX22006D	$22,246
	520871.08.01.01.02	62EM10	EXCX22006D	$36,100
	520871.08.01.01.02	62EM01	EXCX22006D	$5,168
	981155.01.08.02	62EM20	EXCX22006D	$22,500
	62-110-89-34	62EM30	ESAX22005D	$3,400
	62-110-89-42	62EM30	ESAX22005D	$10,679
	843515.02.01.08.05.04.11	62EM10	EXCX22006D	$54,949
	843515.02.01.08.05.03.02	62EM20	EXCX22006D	$40,000
	522094.08.01.01.03.01	62EM30	EXCX22006D	$76,950
	524238.08.02.01.03	62EM10	EXCX22006D	$70,377
	62-973-15-13	62EM30	ESAX22005D	$87,500
	62-110-89-45	62XD41	ESAX22005D	$17,500
	62R-251-96-051G-01	62EM10	EXCX22005R	$84,872
4200143179	401769.06.01.01.08	62EV34	EXCX22006D	$27,968
	401769.06.03.07.03.03	62EV13	EXCX22006D	$13,093
	401769.06.01.02.03	62EV24	EXCX22006D	$39,341
	401769.06.03.07.02.03	62EV52	EXCX22006D	$111,317
	825080.04.06.01.07	62EV12	ESAX22006D	$17,575
	524238.08.01.01.03	62EV31	EXCX22006D	$106,500
	197009.10.01.01.06	62EV12	EXCX22006D	$96,052
	197009.10.01.01.04	62EV13	EXCX22006D	$123,319
	401769.06.01.01.08	62EV12	EXCX22006D	$35,258

	401769.06.01.01.08	62EV32	EXCX22006D	$41,210
4200143244	62-467-10-30-X9	62EI13	EXCX22005D	$107,150
	62-378-10-20	62EI24	EXCX22005D	$1,469
	62-467-10-20-W3	62EV52	EXCX22005D	$75,000
	520871.08.01.01.02	62EI42	EXCX22006D	$4,500
	522094.08.01.01.03.01	62EI42	EXCX22006D	$51,000
	401796.06.03.07.04.04	62EI24	EXCX22006D	$75,000
	522094.08.01.01.03.01	69EI31	EXCX22006D	$9,062
	62-467-10-30-X2	62EI24	EXCX22005D	$14,655
	931164.08.04	62EI22POOL	EXCX22006D	$15,000
	931164.08.04	62EI02POOL	EXCX22006D	$40,000
	825080.04.06.01.05	62EI12	ESAX22006D	$26,274
	62-467-10-20-W3	62EI13	EXCX22005D	$14,082
	62-467-10-20-W3	62EI31	EXCX22005D	$6,813
	62-467-10-20-W6	62EI11	EXCX22005D	$16,407
	62-467-10-20-W6	62EI12	EXCX22005D	$5,000
4200143261	62-617-93-01	62NP02	EXCX22005D	$3,000,000
	62-617-52-01	62EV33	EXCX22005D	$18,750
	62-617-91-40-13	62NP70	EXCX22005D	$41,200
	62-617-52-01	62NP70	EXCX22005D	$54,500
	62-617-52-07	62EM30	EXCX22005D	$47,500
	62-617-52-07	62EM20	EXCX22005D	$85,500
	62-617-52-07	62ER33	EXCX22005D	$159,358
	62-617-52-07	62ER34	EXCX22005D	$20,000
	62-617-52-07	62EV12	EXCX22005D	$3,688
	62-617-52-07	62EM10	EXCX22005D	$54,000
			TOTAL	$5,782,510

Description of Modification

This modification provides incremental funding which continues funding coverage through April 7, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 6) and replacing it with the attached page B-4 (MOD 7). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $23,093,602. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through April 7, 2006.

(b) An additional amount of $941,466 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$17,537,596	$5,556,006	$23,093,602
Prov. Performance Fee:	$428,977	$135,902	$564,879
Prov. Award Fee:	$285,985	$90,602	$376,587
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$18,252,558	$5,782,510	$24,035,068

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
8	FEB 23 2006	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.	
	9B. DATED *(SEE ITEM 11)*	
X	10A. MODIFICATION OF CONTRACT/ORDER NO.	NNM05AB50C
	10B. DATED *(SEE ITEM 13)*	09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$24,035,068
This Mod	0	0	0	0	0	0	0	3,599,865
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$27,634,933

See Page 3 for Description

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)*	
		Becky K. Crane Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY */s/ Original Signed by Becky K. Crane*	02.23.2006
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200138243	197009.10.01.01.10	62MP71	EXCX22006D	$5,000
	62-612-20-08-11	62EM40	EXCX22005D	$1,462
	524238.08.01.01.03	62EM10	EXCX22006D	$498,380
4200144375	197009.10.02.01.02	62EM40	EXCX22006D	$100,000
	522094.08.01.01.03.01	62EM10	EXCX22006D	$28,500
	522632.08.01.01	62EM10	EXCX22006D	$43,875
	401769.06.03.07.02.02	62EM10	EXCX22006D	$27,000
	62-101-15-54	62EM20	ESAX22005D	$20,000
	524238.08.02.01.03	62EM20	EXCX22006D	$100,000
	401769.06.03.07.02.02	62EM03	EXCX22006D	$15,000
	992858.19.08.03	62EM10	ESAX22006D	$100,000
	843515.02.01.08.05.04.11	62EM10	EXCX22006D	$4,026
	520871.08.01.01.02	62EM40	EXCX22006D	$15,200
	524238.08.01.01.03	62EM03	EXCX22006D	$42,710
	62-110-89-45	62XD41	ESAX22005D	$47,040
	524238.08.01.01.03	62EM30	EXCX22006D	$66,638
	522632.08.01.01	62EM03	EXCX22006D	$22,205
	520871.08.01.01.02	62EM03	EXCX22006D	$20,280
	820098.01.08.0676.01	62EM30	EXCX22006R	$185,101
	62-370-16-10	62XD12	ESAX22005D	$3,000
	399131.02.01.01.22	62XD12	ESAX22006D	$165,886
4200144438	62-430-04-00	62XD12	ESAX22005D	$25,000
	62-617-44-20	62EM30	EXCX22005D	$653
	62-104-08-44	62EM20	EXCX22005D	$121,435
4200145606	62-104-08-51	62EM30	EXCX22005D	$21,521
	197009.10.01.01.06	62VP63	EXCX22006D	$89,996
	321878.04.08.04.03.03.08	62ER32	ESAX22006D	$112,700
	62-612-92-15-01	62ED02	EXCX22005D	$71,328
	62-617-92-04	62ED02	EXCX22005D	$6,184
	62-622-29-03	62XD11	ESAX22005D	$3,779
	62-467-20-10-03	62SV10	EXCX22005D	$1,379
	62-379-20-10	62EV43	EXCX22005D	$562
		62CDDF0515	EXCX22005D	$2,985
		62CDDF0404	EXCX22005D	$2,256
	524238.08.01.01.03	62ET10	EXCX22006D	$38,000
	750271.09.01.08	62ET10	EXCX22006D	$18,000
4200145676	62-376-60-10	62ET30	EXCX22005D	$68,545
	520871.08.01.01.02	62ET10	EXCX22006D	$12,000
	931164.08.04	62EV01	ESAX22006D	$10,000

	62-063-10-10	62XD11	ESAX22005D	$40,000
4200145940	62-610-20-10-00	62EI31	EXCX22005D	$9,062
	522632.08.01.01	62EI42	EXCX22006D	$74,000
4200147194	825080.04.06.01.07	62EI24	ESAX22006D	$3,399
	378710.05.02	62EI51	ESAX22006D	$2,870
	62-900-02-01	62EI42	EXCX02005D	$8,255
	62-45-7962-20	62EI42	SAT452002D	$39,745
	522094.08.01.01.03.01	62EI42	EXCX22006D	$41,938
	62-467-10-20-W6	62EI12	EXCX22005D	$8,600
	62-467-10-20-W6	62EI13	EXCX22005D	$38,205
	62-467-10-20-W3	62EI32	EXCX22005D	$5,452
	62-614-20-06-1A	62EI22	EXCX22005D	$30,000
	939904.01.08.02	62EI42	EXCX22006D	$62,000
	401769.06.01.02.03	62EI21	EXCX22006D	$11,916
	197009.10.01.01.11	62EV31	EXCX22006D	$214,500
	197009.10.01.01.10	62EV31	EXCX22006D	$233,755
4200147198	62-379-30-04	62EV23	EXCX22005D	$30,600
	522632.08.01.01	62EV31	EXCX22006D	$74,000
	522094.08.01.01.03.01	62ER42	EXCX22006D	$85,000
	321878.04.08.04.03.03.08	62ER33	ESAX22006D	$73,000
4200147218	62-973-15-03	62ER11	ESAX22005D	$70,000
	62-973-15-05	62ER11	ESAX22005D	$70,000
	750271.09.01.08	62ET10	EXCX22006D	$20,000
	520871.08.01.01.02	62ER22	EXCX22006D	$120,000
	321878.04.08.04.02.04.08	62ER23	ESAX22006D	$50,000
	522094.08.01.01.03.01	62ER41	EXCX22006D	$40,000
	62-376-20-13	62ER43	EXCX22005D	$942
	62-104-07-05	62ER33	EXCX22005D	$20,000
	62-973-15-07	62ER11	ESAX22005D	$5,000
			TOTAL	$3,599,865

Description of Modification

This modification provides incremental funding which continues funding coverage through June 12, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 7) and replacing it with the attached page B-4 (MOD 8). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $26,552,459. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through June 12, 2006

(b) An additional amount of $1,082,474 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$23,093,602	$3,458,857	$26,552,459
Prov. Performance Fee:	$564,879	$84,605	$649,484
Prov. Award Fee:	$376,587	$56,403	$432,990
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$24,035,068	$3,599,865	$27,634,933

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
9	March 23, 2006	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$27,634,933
This Mod	0	0	0	0	0	0	0	(169,324)
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$27,465,609

See Page 3 for Description

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)*	
James M. Shelton Financial/Business Operations Manager		Becky K. Crane Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Original Signed by James M. Shelton *(Signature of person authorized to sign)*	03.23.2006	BY */s/ Original Signed by Becky K. Crane* *(Signature of Contracting Officer)*	03.23.2006

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200145606	62-612-92-15-01	62ED02	EXCX22005D	($71,328)
4200145606	197009.10.01.01.06	62VP63	EXCX22006D	($89,996)
4200147218	321878.04.08.04.03.03.08	62ER33	ESAX22006D	($8,000)
			TOTAL	($169,324)

Description of Modification

This modification de-obligates funds which continues funding coverage through June 12, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, a de-obligation of funding revises Clause B.7, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 8) and replacing it with the attached page B-4 (MOD 9). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $26,552,459. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through June 12, 2006

(b) An additional amount of $1,082,474 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$26,552,459	($169,324)	$26,383,135
Prov. Performance Fee:	$649,484	$0	$649,484
Prov. Award Fee:	$432,990	$0	$432,990
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$27,634,933	($169,324)	$27,465,609

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
10	March 31, 2006	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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)* NFS 1852.235-71 Key Personnel and Facilities; FAR 43.103(b), Limitation of Funds clause; Mutual Agreement of the Parties and Changes Clause

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$27,465,609
This Mod	0	0	0	0	0	0	0	$5,623,640
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$33,089,249

See Page 3 for Description

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)*	
James M. Shelton Financial/Business Operations Manager		Becky K. Crane Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Original Signed by James M. Shelton *(Signature of person authorized to sign)*	03/31/2006	BY */s/ Original Signed by Becky K. Crane* *(Signature of Contracting Officer)*	03/31/2006

Purchase Request No./Accounting & Appropriation Data

4200147567	136905.08.05.02.01.08	62JP30	ESAX22006D	$225,000
	136905.08.05.04.01.08	62ER42	ESAX22006D	$35,000
	136905.08.05.04.01.08	62ER21	ESAX22006D	$142,000
	136905.08.05.06.01.08	62ER43	ESAX22006D	$30,000
	136905.08.05.05.01.08	62ER43	ESAX22006D	$60,000
	136905.08.05.04.01.08	62ER34	ESAX22006D	$72,000
	62-617-44-50	62EI22	EXCX22005D	$4,896
	136905.08.01.02.01	62ER43	ESAX22006D	$45,000
	136905.08.01.04	62EV11	ESAX22006D	$131,400
	62-612-20-81	62EV13	EXCX22005D	$40,000
	321878.04.08.04.03.03.08	62ER32	ESAX22006D	$50,000
	136905.08.05.11.01.01.08	62EV63	ESAX22006D	$375,000
	136905.08.05.08.02.08	62EI31	ESAX22006D	$35,000
	62-617-91-40-13	62JP10	EXCX22005D	$300,000
	136905.08.05.11.01.01.08	62JP30	ESAX22006D	$200,000
	136905.08.05.08.11.08	62EV23	ESAX22006D	$30,000
	136905.08.03.04.08	62ER32	ESAX22006D	$30,000
	136905.08.05.08.02.08	62EV23	ESAX22006D	$8,000
	136905.02.04.08	62EV40	ESAX22006D	$48,600
	136905.08.05.06.01.08	62ER33	ESAX22006D	$7,297
	136905.08.05.05.01.08	62ER33	ESAX22006D	$90,000
	136905.08.04.01.08.08	62ER31	ESAX22006D	$115,000
	62-617-45-20	62ER32	EXCX22005D	$43,000
	62-617-44-10	62ER33	EXCX22005D	$75,117
	62-617-51-01	62JP02	EXCX22005D	$66,768
4200147730	62-614-20-04-1M	62EI12	EXCX22005D	$17,826
	62-614-20-04-1F	62EI12	EXCX22005D	$2,373
	401769.06.02.02.02.01	62EI22	EXCX22006D	$7,133
	931164.08.04	62EI32	EXCX22006D	$16,203
	939904.01.08.02	62EI42	EXCX22006D	$225,000
	931164.08.04	62EI13	EXCX22006D	$22,403
	378710.05.02	62EI51	ESAX22006D	$5,357
	62-103-06-30	62EI32	ESAX22005D	$105,365
4200148159	520871.08.01.01.02	62EM10	EXCX22006D	$5,700
	522632.08.01.01	62EM10	EXCX22006D	$10,000
	62-973-15-05	62EM30	ESAX22005D	$39,000
	524238.08.02.01.03	62EM10	EXCX22006D	$125,000
	62-376-10-30	62EM10	EXCX22005D	$130,053
	62-110-89-13	62EM50	ESAX22005D	$1,132
	62-400-36-43	62EM03	ESAX22005D	$5,000
	62-110-89-41	62EM40	ESAX22005D	$4,522
	62-110-89-31	62EM40	ESAX22005D	$9,400
	992858.19.08.03	62EM10	ESAX22006D	$115,000
	524238.08.01.01.03	62EM10	EXCX22006D	$58,500

	522094.08.01.01.03.01	62EM10	EXCX22006D	$62,800
4200150077	62-617-44-10	62VP30	EXCX22005D	$60,000
	637495.06.02.01.08.01	62VP30	EXCX22006D	$31,408
4200150659	524238.08.02.01.03	62ET10	EXCX22006D	$10,500
	524238.08.02.01.03	62ET40	EXCX22006D	$30,000
	814060.08.07	62ET01	ESAX22006D	$22,000
4200150904	62-376-60-10	62ER33	EXCX22005D	$78,581
	62-376-20-13	62ER41	EXCX22005D	$172
	522094.08.01.01.03.01	62ER41	EXCX22006D	$56,823
	522094.08.01.01.03.01	62ER21	EXCX22006D	$160,000
	62-617-46-10	62ER23	EXCX22005D	$40,000
	321878.04.08.04.03.03.08	62ER32	ESAX22006D	$60,000
		62ER11POOL	ESCX22005D	$3,402
4200150953	401769.06.01.01.08	62EV34	EXCX22006D	$8,483
	401769.06.03.07.02.03	62EV52	EXCX22006D	$34,855
	62-612-20-81	62EV13	EXCX22005D	$45,000
	136905.08.05.09.02.08	62EV22	ESAX22006D	$23,525
	62-379-30-04	62EV23	EXCX22005D	$103
	520871.08.01.01.02	62EV32	EXCX22006D	$24,000
	136905.02.04.08	62EV41	ESAX22006D	$7,136
	939904.06.08.01	62EV13	EXCX22006D	$58,000
	522632.08.01.01	62EV32	EXCX22006D	$168,000
	604746.02.06.06.08	62EV13	ESAX22006D	$530,000
	401769.06.01.01.08	62EV63	EXCX22006D	$11,501
	401769.06.03.07.03.03	62EV13	EXCX22006D	$12,617
	401769.06.01.02.03	62EV23	EXCX22006D	$8,395
	401769.06.01.01.08	62EV32	EXCX22006D	$19,945
4200151492	62-101-11-80	62VP35	ESAX22005D	$75,154
	62-101-15-52	62VP33	ESAX22005D	$73,000
	278083.01.01.03	62VP40	ESAX22006D	$54,195
4200151535	953033.03.08.02	62GAINVIEC	ESAX22006D	$275,000
	197009.10.01.01.06	62VP63	EXCX22006D	$15,000
	069256.01.01.08	62VP11	ESAX22006D	$400,000
			TOTAL	$5,623,640

Description of Modification

This modification provides incremental funding which continues funding coverage through July 7, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds; provides an updated list of H.10 Key Personnel and Facilities, pursuant to NFS 1852.235-71 Key Personnel and Facilities; revise the Period of Performance and Evaluation Period; and revise the language in H.5 Supplemental Task Ordering

Procedures pursuant to Mutual Agreement of Parties and Changes Clause. Thus, the contract is changed in the following particulars:

A. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 9) and replacing it with the attached page B-4 (MOD 10).

B. An updated list of Key Personnel is incorporated by revising Clause H.10, KEY PERSONNEL AND FACILITIES. This revision is reflected by deleting page H-11 (BASIC) and replacing it with the attached page H-11 (MOD 10).

C. A revision to Clause B.2 ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE, Clause B.3 AWARD FEE FOR SERVICE CONTRACTS 1852.216-76 (JUNE 2000) and Clause F.2, PERIOD OF PERFORMANCE for the Basic year and Options 1-4 coincides with the Contractor's accounting periods. These adjustments are incorporated to ensure accuracy of financial information and timeliness of deliverables at no increase to the estimated cost or fees of the contract. This revision is reflected by deleting page B-2, B-3 and F-1 (BASIC) and replacing it with the attached page B-2, B-3, and F-1 (MOD 10).

D. A revision to contract language to Clause H.5 SUPPLEMENTAL TASK ORDERING PROCEDURES to maintain consistency of the application of J-9 rates during the base year. This revision is reflected by deleting page H.5 (BASIC) and replacing it with the attached page H.5 (MOD 10).

E. Except as provided herein, all other terms and conditions remain unchanged. Revisions on the attached page are noted by a vertical line in the right margin.

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential performance fee is **$ See Below*** . The maximum potential award fee is **$ See Below*** . Total estimated cost, maximum potential performance fee, and maximum potential award fee are **$ See Below*** .

In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract Period Covered	*** Total Estimated Cost	Maximum Potential Performance. Fee (60%)	Total Performance Fee Earned	Maximum Potential Award Fee (40%)	Total Award Fee Earned	**TOTAL TASK ORDER VALUE**
Base Year**						
10/15/2006 – 03/31/2006						
04/01/2006 – 09/29/2006						
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS						

** = 6 month evaluation periods
*** = Includes cost associated with PWS 1.1.
**** = 12 month evaluation periods

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS 1852.216-76 (JUN 2000)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months during the base year and every 12 months for the option years of the contract to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-3, MSFC Award Fee Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS23, or designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.2. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 50% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $31,786,494. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through July 7, 2006.

(b) An additional amount of $1,302,755 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$26,383,135	$5,403,359	$31,786,494
Prov. Performance Fee:	$649,484	$132,169	$781,653
Prov. Award Fee:	$432,990	$88,112	$521,102
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$27,465,609	$5,623,640	$33,089,249

(End of Clause)

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

Clause Number	Title	Date
52.242-15	Stop-Work Order Alternate I	(Aug 1989)
52.247-34	F.O.B. Destination	(Nov 1991)

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

Clause Number	Title	Date
None included by reference.		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

(a) The base period of performance of this contract shall be October 15, 2005, through September 29, 2006. The contract 30-day phase-in period shall begin on the award date.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	September 30, 2006 – September 28, 2007
Option 2	September 29, 2007 – September 26, 2008
Option 3	September 27, 2008 – September 25, 2009
Option 4	September 26, 2009 – October 14, 2010

(End of Clause)

WBS elements Level 3 or lower. An overview and flowchart of this process is provided at Attachment J-10.

(c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.4, the Contractor shall prepare as part of the Task Order Plan the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimates during the base period of the contract, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and, at their discretion, use the lower of the Contractor's/Subcontractor's actual rates or the Not-to-Exceed (NTE) rates set forth in Attachment J-9. It is further agreed and understood that the maximum available performance and award fees, equating to a percentage, set forth in Attachment J-9 shall be used by the Contractor to calculate the Maximum Potential Performance and Award Fee dollars for each Task Order.

(d) Each TO will include the period covered, estimated cost and maximum potential fees. At the end of each semi-annual award and performance fee evaluation period, the current evaluation period values (estimated cost and maximum potential fees) of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the maximum potential performance and award fee values for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2, Estimated Cost, Performance Fee and Award Fee, to reflect the summation of the current total task order values.

(e) A summation of estimated and actual TO costs for each WBS element Level 2 (except WBS element 1.1 which is already included in TO values) shall be tracked by the Contractor in accordance with J-1, Paragraph 1.1.4., Task Management.

(f) The assigned CO/COTR will review and approve each TO and any revision thereto. The Government will provide a list of personnel to be included in the routing of TOs. The Government retains the right to disapprove any Task Order Plans (TOPs) at the sole discretion of the Government.

(g) The Contractor shall not begin work until the approved TO is received; however, in extreme emergency situations, the Contractor may be authorized by the CO to begin work immediately. The Contractor shall process the applicable TO within 5 calendar days of being notified of an emergency, and shall not incur costs exceeding $5,000 during the 5 day period, unless an advance waiver is granted by the Contracting Officer. The Government and Contractor shall finalize the TO within 10 calendar days.

(h) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause of the contract.

(End of Clause)

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Personnel:

(b)(4)

Facility:	Jacobs 1100 North Glebe Road Suite 500 Arlington, VA 22201

(End of Clause)

H.11 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
11	April 27, 2006	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.	
	9B. DATED *(SEE ITEM 11)*	
X	10A. MODIFICATION OF CONTRACT/ORDER NO.	NNM05AB50C
	10B. DATED *(SEE ITEM 13)*	09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$33,089,249
This Mod	0	0	0	0	0	0	0	$6,928,334
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$40,017,583

See Page 3 for Description

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)*	
		Becky K. Crane Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY */s/ Original Signed by Becky K. Crane* *(Signature of Contracting Officer)*	04.27.2006

Purchase Request No./Accounting & Appropriation Data

4200138243	197009.10.01.01.10	62MP71	EXCX22006D	$126,000
4200151945	197009.10.02.01.02	62ER43	EXCX22006D	$62,000
	522632.08.01.01	62ER33	EXCX22006D	$196,000
	953033.01.08.06.04	62ER33	ESAX22006D	$25,000
	62-252-01-01	62ER43	EXCX22005D	$150,000
	522094.08.01.01.03.01	62ER41	EXCX22006D	$263,732
	62-612-50-08-B1	62ER32	EXCX22005D	$30,000
	644423.06.02.14.08	62ER22	ESAX22006D	$60,000
	62-252-01-01	62ER33	EXCX22005D	$53,000
	197009.10.01.01.12	62ER21	EXCX22006D	$90,000
4200152371	992858.04.08.01	62CS40	EXCX22006D	$209,253
4200152408	62-800-92-00	62VP51	ESAX22005D	$618,748
	62-800-90-E0	62VP51	ESAX22005D	$781,252
4200152821	197009.10.02.01.04	62EM40	EXCX22006D	$60,000
	524238.08.01.01.03	62EM20	EXCX22006D	$35,625
	522094.08.01.01.03.01	62EM20	EXCX22006D	$78,250
	953033.01.08.06.06	62EM20	ESAX22006D	$25,000
	524238.08.02.01.03	62EM10	EXCX22006D	$170,493
	520871.08.01.01.02	62EM10	EXCX22006D	$13,419
	62-612-20-08-11	62EM40	EXCX22005D	$602
	62-110-89-13	62EM50	ESAX22005D	$30,000
	62-110-89-43	62EM30	ESAX22005D	$4,500
	62-110-89-32	62EM40	ESAX22005D	$40,000
	522094.08.01.01.03.01	62EM10	EXCX22006D	$277,025
	524238.08.01.01.03	62EM40	EXCX22006D	$539
	599489.02.07.08.01	62EM10	ESAX22006D	$37,162
4200152988	953033.03.08.02	62GAINVIEC	ESAX22006D	$235,000
	069256.01.01.08	62VP11	ESAX22006D	$210,000
	278083.01.01.03.01	62VP11	ESAX22006D	$35,000
	981155.11.05.08	62CS40	EXCX22006D	$136,646
	033801.08.01	62VP01	ESAX22006D	$80,000
	524238.08.01.01.03	62MP31	EXCX22006D	$102,000
	62-612-92-99	62ED02	EXCX22005D	$92,179
4200153710	931164.08.04	62EI32	EXCX22006D	$80,000
	931164.08.04	62EI24	EXCX22006D	$35,000
	931164.08.04	62EI22	EXCX22006D	$26,000
	931164.08.04	62EI13	EXCX22006D	$96,000
	931164.08.04	62EI11	EXCX22006D	$83,700
	378710.05.02	62EI51	ESAX22006D	$932
	522632.08.01.01	62EI21	EXCX22006D	$23,685

	825080.05.06.01	62EI24	ESAX22006D	$10,000
	401769.06.03.07.04.04	62EI24	EXCX22006D	$15,347
	62-617-47-50	62EI32	EXCX22005D	$120,807
	953033.01.08.06.22	62EI22	ESAX22006D	$45,000
	197009.10.01.01.05	62EI24	EXCX22006D	$81,477
	62-614-20-04-1M	62EI12	EXCX22005D	$5,394
	62-614-20-04-1A	62EI12	EXCX22005D	$263
	825080.04.06.01.05	62EI11	ESAX22006D	$88,921
	825080.04.06.01.05	62EI12	ESAX22006D	$16,643
	825080.04.06.01.02	62EI11	ESAX22006D	$122,244
	62-614-20-04-1M	62EI11	EXCX22005D	$15,235
	825080.04.06.01.11	62EI32	ESAX22006D	$285,000
	825080.04.06.01.02	62EI13	ESAX22006D	$197,000
	825080.04.06.01.07	62EI24	ESAX22006D	$10,000
	825080.04.06.01.03	62EI24	ESAX22006D	$34,000
	524238.08.02.01.03	62EI21	EXCX22006D	$23,686
4200154999	524238.08.02.01.03	62ET30	EXCX22006D	$95,996
	524238.08.02.01.03	62ET20	EXCX22006D	$7,002
	524238.08.01.01.03	62ET10	EXCX22006D	$82,215
	750271.09.01.08	62ET10	EXCX22006D	$19,863
	524238.08.02.01.03	62ET10	EXCX22006D	$64,357
	814060.08.07	62ET01	ESAX22006D	$162,022
	814060.08.07	62ET10	ESAX22006D	$11,764
	814060.08.07	62ET20	ESAX22006D	$5,637
	520871.08.01.01.02	62ET10	EXCX22006D	$62,065
	814060.08.07	62ET01	ESAX22006D	$37,114
4200155116	62-344-42-10	62VP35	ESAX22005D	$20,000
	321878.04.08.04.04.03.08	62VP32	ESAX22006D	$40,000
4200155345	825080.04.06.01.07	62EV12	ESAX22006D	$20,760
	825080.04.06.01.07	62EV63	ESAX22006D	$7,332
	62-617-47-20	62EV63	EXCX22005D	$44,912
	825080.04.06.01.07	62EV22	ESAX22006D	$298
	62-617-47-20	62EV23	EXCX22005D	$7,728
	197009.10.02.01.03	62EV32	EXCX22006D	$62,600
	197009.10.02.01.02	62EV32	EXCX22006D	$41,000
4200155448	604746.01.01.01.08	62EV61	ESAX22006D	$390,910
				$6,928,334

Description of Modification

This modification provides incremental funding which continues funding coverage through July 17, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by

deleting page B-4 (MOD 10) and replacing it with the attached page B-4 (MOD 11). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $38,443,441. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through July 17, 2006.

(b) An additional amount of $1,574,142 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$31,786,494	$6,656,947	$38,443,441
Prov. Performance Fee:	$781,653	$162,832	$944,485
Prov. Award Fee:	$521,102	$108,555	$629,657
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$33,089,249	$6,928,334	$40,017,583

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
12	May 1, 2006	See Page 2	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$40,017,583
This Mod	0	0	0	0	0	0	0	$1,607,535
New Total	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$108,500,000	$41,625,118

See Page 3 for Description

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)*	
		Becky K. Crane Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY */s/ Original Signed by Becky K. Crane* *(Signature of Contracting Officer)*	05/01/2006

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200155363	136905.02.02.08	62JP10	ESAX22006D	$74,465
	136905.02.01.08	62JP10	ESAX22006D	$14,839
	136905.08.05.05.01.08	62ER43	ESAX22006D	$5,365
	136905.08.05.12.07.08	62EM20	ESAX22006D	$29,000
	136905.08.05.12.02.08	62EM10	ESAX22006D	$30,000
	136905.08.05.12.02.08	62EM30	ESAX22006D	$35,000
	136905.02.01.08	62EV61	ESAX22006D	$319,985
	136905.02.04.08	62EV40	ESAX22006D	$302,000
	136905.02.05.08	62EO10	ESAX22006D	$90,316
	136905.02.03.08	62JP10	ESAX22006D	$23,055
	136905.02.04.08	62JP10	ESAX22006D	$74,594
	136905.02.05.08	62JP10	ESAX22006D	$28,958
	136905.08.05.04.01.08	62ER21	ESAX22006D	$61,919
	62-617-51-01	62JP02	EXCX22005D	$483
	136905-08.04.01.08.01	62JP02	ESAX22006D	$34,000
	136905.08.03.01.08	62JP40	ESAX22006D	$72,316
	321878.04.10.01.01	62JP40	ESAX22006D	$20,000
	136905.08.01.04	62ER22	ESAX22006D	$10,430
	136905.08.05.07.01.08	62EV40	ESAX22006D	$54,000
	136905.08.05.11.01.02.08	62EV63	ESAX22006D	$150,000
	136905.08.05.11.01.02.08	62EI24	ESAX22006D	$30,000
	136905.08.05.11.01.02.08	62EI11	ESAX22006D	$30,000
	136905.08.05.04.01.08	62ER42	ESAX22006D	$12,175
	136905.08.05.04.01.08	62ER33	ESAX22006D	$104,635
			TOTAL	$1,607,535

Description of Modification

This modification provides incremental funding which continues funding coverage through July 27, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 11) and replacing it with the attached page B-4 (MOD 12). Revisions on the attached page are noted by a vertical line in the right margin.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $39,988,008. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through July 27, 2006.

(b) An additional amount of $1,637,110 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$38,443,441	$1,544,567	$39,988,008
Prov. Performance Fee:	$944,485	$37,781	$982,266
Prov. Award Fee:	$629,657	$25,187	$654,844
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$40,017,583	$1,607,535	$41,625,118

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
13	May 26, 2006	See Page 2	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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), Limitation of Funds clause, Changes clause, and Mutual Agreement of the Parties

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$100,000,000	$5,100,000	$3,400,000	$0	$0	$0	$24,596,485	$41,625,118
This Mod	(23,211,160)	(831,195)	(554,130)	23,211,160	831,195	554,130	0	$11,169,696
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$554,130	$24,596,485	$52,794,814

See Page 3 for Description

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)*
James M. Shelton Financial/Business Operations Manager	Marty B. Hanson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Original Signed by James M. Shelton *(Signature of person authorized to sign)*	05.26.2006	BY */s/ Original Signed by Marty B. Hanson* *(Signature of Contracting Officer)*	05.26.2006

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200155345	197009.10.02.01.03	62EV32	EXCX22006D	-$62,600
4200137676	62-101-58-02	62EI02	ESAX22005D	-$15,000
4200155798	522632.08.01.01	62EM30	EXCX22006D	$7,000
	62-101-15-90	62EM10	ESAX22005D	$15,820
	522094.08.01.01.03.01	62EM03	EXCX22006D	$23,655
	62-110-89-32	62EM40	ESAX22005D	$30,000
	62-252-01-01	62ED03	EXCX22005D	$110,000
	197009.10.01.01.12	62ER41	EXCX22006D	$16,000
	62-110-89-41	62EM40	ESAX22005D	$3,000
	62-110-89-51	62EM30	ESAX22005D	$10,000
4200156764	516572.04.06.01.01	62EI53	ESAX22006D	$162,899
	401769.06.03.07.02.03	62EI53	EXCX22006D	$233,396
	401769.06.08.02.04.02	62EI41	EXCX22006D	$56,072
	62-467-10-20-W3	62EI32	EXCX22005D	$45,243
	62-467-10-30-X2	62EI24	EXCX22005D	$3,774
	197009.10.01.01.05	62EI42	EXCX22006D	$10,000
	197009.10.01.01.05	62EI24	EXCX22006D	$4,686
	522632.08.01.01	62EI24	EXCX22006D	$3,500
	62-617-47-50	62EI32	EXCX22005D	$10,089
	516572.04.06.02.01	62EI53	ESAX22006D	$82,493
	62-467-10-20-W3	62EI12	EXCX22005D	$95,852
	401769.06.08.02.04.02	62EI11	EXCX22006D	$18,467
	62-467-10-20-W6	62EI11	EXCX22005D	$18,827
	378710.05.02	62EI51	ESAX22006D	$374
	604746.02.06.05.08	62EI01	ESAX22006D	$14,600
	401769.06.03.07.04.04	62EI24	EXCX22006D	$15,347
	401769.06.01.02.03	62EI21	EXCX22006D	$71,494
	401769.06.08.02.04.02	62EI12	EXCX22006D	$22,207
	62-614-20-04-1M	62EI12	EXCX22005D	$1,745
	62-614-20-04-1A	62EI12	EXCX22005D	$156
4200157055	136905.08.01.03	62EV22	ESAX22006D	$74,000
	136905.08.01.04	62EV63	ESAX22006D	$30,000
	136905.08.01.04	62EV61	ESAX22006D	$22,984
	136905.02.04.08	62EV12	ESAX22006D	$239,626
	136905.02.01.08	62JP10	ESAX22006D	$37,524
	604746.01.98.08	62VP02	ESAX22006D	$86,930
	136905.02.05.08	62EV63	ESAX22006D	$480,102
	136905.02.04.08	62EV31	ESAX22006D	$117,494
	136905.02.04.08	62EV33	ESAX22006D	$179,948
	136905.02.04.08	62EV32	ESAX22006D	$63,636

	136905.08.05.07.01.08	62ER33	ESAX22006D	$35,000
	136905.02.06.08	62EI13	ESAX22006D	$30,000
	136905.02.06.08	62EI24	ESAX22006D	$30,000
	136905.08.05.09.02.08	62EI32	ESAX22006D	$165,140
	136905.02.04.08	62ER42	ESAX22006D	$6,000
	136905.02.02.08	62JP10	ESAX22006D	$230,801
	136905.02.04.08	62JP10	ESAX22006D	$562,076
	136905.02.05.08	62JP10	ESAX22006D	$549,180
	136905.02.06.08	62JP10	ESAX22006D	$662,937
	136905.02.03.08	62JP10	ESAX22006D	$651,757
	136905.08.04.01.08.01	62JP02	ESAX22006D	$200,000
	321878.04.10.01.01	62JP40	ESAX22006D	$2,489
	136905.08.05.11.01.01.08	62EV63	ESAX22006D	$309,633
	136905.08.05.08.06.08	62EV24	ESAX22006D	$24,440
	136905.08.05.08.01.08	62EV22	ESAX22006D	$19,924
	136905.08.05.03.01.01.08	62EV32	ESAX22006D	$534,046
	136905.08.01.04	62ER22	ESAX22006D	$122,633
	136905.01.01.08	62NP20	ESAX22006D	$77,427
	136905.01.01.08	62NP02	ESAX22006D	$21,699
	136905.01.01.08	62JP02	ESAX22006D	$858
	136905.08.03.01.08	62JP40	ESAX22006D	$24,921
	136905.08.05.06.01.08	62ER41	ESAX22006D	$15,000
	136905.08.04.01.08.11	62ER43	ESAX22006D	$100,000
	136905.02.06.08	62EV22	ESAX22006D	$597,900
	136905.08.04.01.08.07	62EV22	ESAX22006D	$170,000
	136905.08.04.01.08.11	62ER32	ESAX22006D	$114,342
	136905.08.05.03.03.01.08	62EV32	ESAX22006D	$210,277
	136905.08.05.09.02.08	62EV22	ESAX22006D	$100,000
	136905.08.05.03.01.01.08	62EV31	ESAX22006D	$149,171
	136905.08.05.02.01.08	62EV32	ESAX22006D	$93,616
	136905.08.05.05.01.08	62ER41	ESAX22006D	$15,000
4200157230	524238.08.01.01.03	62EV12	EXCX22006D	$38,054
	197009.10.01.01.11	62EV33	EXCX22006D	$144,000
	401769.06.01.02.03	62EV23	EXCX22006D	$83,155
	931164.08.04	62EV30POOL	EXCX22006D	$30,000
	197009.10.01.01.10	62EV31	EXCX22006D	$83,000
	197009.10.02.01.02	62EV32	EXCX22006D	$62,600
	62-617-47-20	62EV21	EXCX22005D	$130,000
	931164.08.04	62EV13POOL	EXCX22006D	$11,578
	197009.10.01.01.03	62EV13	EXCX22006D	$63,500
	524238.08.01.01.03	62EV33	EXCX22006D	$42,002
	524238.08.01.01.03	62EV31	EXCX22006D	$137,559
	401769.06.03.03.02.07	62EV63	EXCX22006D	$2,692
	401769.06.01.01.08	62EV34	EXCX22006D	$90,296
	401769.06.01.01.08	62EV32	EXCX22006D	$16,229

	401769.06.01.01.08	62EV63	EXCX22006D	$112,484
	401769.06.01.01.08	62EV12	EXCX22006D	$5,489
	401769.06.03.07.03.03	62EV13	EXCX22006D	$8,727
	401769.06.03.03.02.07	62EV13	EXCX22006D	$125,000
	516572.04.06.01.01	62EV52	ESAX22006D	$120,617
	401769.06.03.07.02.03	62EV52	EXCX22006D	$39,524
	62-467-10-20-W3	62EV52	EXCX22005D	$138,805
	401769.06.01.02.03	62EV24	EXCX22006D	$14,075
4200157237	278083.01.01.03	62VP40	ESAX22006D	$106,334
	463169.01.12.01	62VP31	ESAX22006D	$113,807
	62-344-42-10	62VP35	ESAX22005D	$6,935
	401769.06.08.02.04.02	62VP30	EXCX22006D	$52,441
	62-467-10-30-X1	62VP30	EXCX22005D	$55,151
	62-467-10-20-W1	62VP30	EXCX22005D	$34,650
	637495.06.02.01.08.01	62VP30	EXCX22006D	$234,127
	401769.06.02.02.01.09	62VP30	EXCX22006D	$84,442
4200157988	62-379-30-01	62VP11	EXCX22005D	$55,000
	825080.05.06.01	62EO30	ESAX22006D	$120,000
4200158476	750271.09.01.08	62ET10	EXCX22006D	$12,705
	814060.08.07	62ET30	ESAX22006D	$198,894
	814060.08.07	62ET01	ESAX22006D	$19,569
4200159805	520871.08.01.01.02	62ER43	EXCX22006D	$36,128
	62-617-46-10	62ER23	EXCX22005D	$7,704
	522632.08.01.01	62ER22	EXCX22006D	$112,316
	197009.10.01.01.12	62ER42	EXCX22006D	$42,500
	644423.06.02.14.08	62ER22	ESAX22006D	$210,000
			TOTAL	$11,169,696

Description of Modification

The purpose of this modification is to provide $11,169,696 of incremental funding and extend the estimated funding coverage date through October 3, 2006, pursuant to Clause 52.232-22, Limitation of Funds. It also is to update Clause B-2, Estimated Cost, Performance and Award Fee, to provide additional information for the Summation of Task Orders for Base Year 10/16/2005 – 03/31/2006; add Clause 1852.237-72, Access to Sensitive Information, and Clause 1852.237-73, Release of Sensitive Information, to PART II: Contract Clauses, Section I; revise DRD 1061MA-002, Activity Reports, to change the submission frequency from ten working days following the end of the Contractor's accounting month to ten working days following the end of the calendar month; and revise DD Form 254, Contract Security Classification and Specification, of Attachment J-12; all pursuant to the Changes clause and Mutual Agreement of Parties. Accordingly, the contract is changed in the following particulars:

A. Clause B**.** 2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE, shown in Mod 10 is hereby deleted in its entirety and the revised Clause B.2, shown on enclosed replacement page B-2 (Mod 13), is substituted in lieu thereof.

B. Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990), shown in Mod 12 is hereby deleted in its entirety and the revised Clause B.4, shown on enclosed replacement page B-4 (Mod 13), is substituted in lieu thereof.

C. Clause 1852.237-72, ACCESS TO SENSITIVE INFORMATION (JUNE 2005), and Clause 1852.237-73, RELEASE OF SENSITIVE INFORMATION (JUNE 2005) (JUNE 2005), shown on enclosed replacement pages J-12 (Mod 13) through J-15 (Mod 13) are hereby added to PART II: CONTRACT CLAUSES, SECTION I. In order to implement this change, pages I-12 through I-20 of the basic contract should be removed and replaced with the enclosed replacement pages I-12 (Mod 13) through I-23 (MOD 13).

D. DRD 1061MA-002, Activity Reports, shown in the basic contract, is hereby deleted in its entirety and the revised DRD 1061MA-002, shown on enclosed replacement page J-2-19 (Mod 13), is substituted in lieu thereof.

E. DD Form 254, CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION, of Attachment J-12 of the basic contract is hereby deleted in its entirety and the enclosed revised DD Form 254, shown on enclosed replacement pages J-12-2 (Mod 13) and J-12-3 (MOD 13), is substituted in lieu thereof.

F. Revisions described above are indicated by a vertical line in the right margin of the enclosed replacement pages.

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract Change Identification	Contractor Proposal Number
Modification 13	Not Applicable

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential performance fee is **$ See Below*** . The maximum potential award fee is **$ See Below*** . Total estimated cost, maximum potential performance fee, and maximum potential award fee are **$ See Below*** .

In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract Period Covered	*** Total Estimated Cost	Maximum Potential Performance. Fee (60%)	Total Performance Fee Earned	Maximum Potential Award Fee (40%)	Total Award Fee Earned	**TOTAL TASK ORDER VALUE**
Base Year**						
10/15/2006 – 03/31/2006	$ 23,211,160	$ 831,195		$ 554,130		$ 24,596,485
04/01/2006 – 09/29/2006						
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS	$ 23,211,160	$ 831,195		$ 554,130		$ 24,596,485

** = 6 month evaluation periods
*** = Includes cost associated with PWS 1.1.
**** = 12 month evaluation periods

(End of clause)

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $50,720,181. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through October 3, 2006.

(b) An additional amount of $2,074,633 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$39,988,008	$10,732,173	$50,720,181
Prov. Performance Fee:	$982,266	$262,514	$1,244,780
Prov. Award Fee:	$654,844	$175,009	$829,853
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$41,625,118	$11,169,696	$52,794,814

(End of Clause)

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

I.9 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to e nsure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I.10 <u>1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)</u>

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g) , suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.11 <u>1852.243-70 ENGINEERING CHANGE PROPOSALS (OCT 2001)</u>

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" increase or decrease adjustment amount, if any, and the required *period of performance* adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" e*stimated cost* and *period of performance* adjustments, if any, prior to issuing an order for implementation of the change.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(ALTERNATE I) (JUL 1997)

As prescribed in 1843.205-70(a)(2), add the following paragraph (f), modified to suit contract type, to the basic clause:

(f) If the *estimated cost* adjustment proposed for any Contractor-originated ECP is $500,000 or less, the ECP shall be executed with no adjustment to the contract *estimated cost*.

(ALTERNATE II) (SEP 1990)

As prescribed in 1843.205-70(a)(3), add the following sentence at the end of paragraph (c) of the basic clause:

An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(End of Clause)

I.12 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

I.13 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.14 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 15, 2005 through October 14, 2010, if options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.15 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **$100,000,000.00**;

(2) Any order for a combination of items in excess of **$100,000,000.00**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.16 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **October 14, 2011**.

(End of Clause)

I.17 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

A. Classification, Grades and Rates

Employee Class	Grade	Monetary Wage-Fringe Benefits Hr/Rate
Engineering Technician II	GS-04	$11.88
Engineering Technician III	GS-05	$13.29
Engineering Technician IV	GS-07	$16.47
Engineering Technician V	GS-09	$20.14
Engineering Technician VI	GS-11	$24.37

(End of Clause)

I.18 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I.19 RESERVED

I.20 52.244-2 SUBCONTRACTS (ALTERNATE I) (MAR 2005)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"ALL INDIVUDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN $500,000.00"

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor**.**

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated

cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(a) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None.

(End of Clause)

[END OF SECTION]

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Basic
2. **DRD NO.**: **1061MA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1
6. **TITLE**: Activity Reports

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract

8. **OPR**: ED02/NP40 9. **DM**: ED02

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Thirty (30) days after authorization to proceed (ATP)

12. **SUBMISSION FREQUENCY**: Monthly thereafter. The report shall be submitted ten working days following the end of the calendar month.

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.4

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Activity Report shall provide a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The report shall include

a. Review of work accomplished, including quantitative description, during the reporting period.
b. Discussion of non-routine tasks planned for the next reporting period.
c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
d. Schedule with milestones.
e. Labor hours expended by labor category showing overtime hours separately.
f. Costs expended (by cost element) versus negotiated cost and TO/TO subelement funding received.
g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO subelement.
h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.

15.4 **FORMAT**: Contractor format is acceptable. Electronic media is strongly encouraged.

15.5 **MAINTENANCE**: None required

ATTACHMENT J-12
DOD FORM DD 254 CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRED
b. LEVEL OF SAFEGUARDING REQUIRED

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

a. PRIME CONTRACT NUMBER	NNM05AB50C	
b. SUBCONTRACT NUMBER		
c. SOLICITATION OR OTHER NUMBER		Due Date *(YYMMDD)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

a. **ORIGINAL** *(Complete date in all cases)*			Date *(YYMMDD)* 09/22/2005
b. **REVISED** *(Supersedes all previous specs)*	Revision No. 1		Date *(YYMMDD)* 11/02/05
c. **FINAL** *(Complete Item 5 in all cases)*			Date *(YYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? [X] **YES** [ ] NO. If Yes, complete the following:
Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] **NO.** If Yes, complete the following:
In response to the contractor's request dated _____, retention of the classified material is authorized for the period _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
Sverdrup Technology, Inc. 600 William Northern Blvd Tullahoma, TN 37388	07486	Defense Security Service, SE Region 2300 Lake Park Drive, Suite 250 Smyrna, GA 30080-7606

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
Marshall Space Flight Center Huntsville, AL 35812		DSS Little John Road Redstone Arsenal, AL 35809

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT
Engineering, Science, and Technical Service

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X
b. RESTRICTED DATA		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION		
(1) Sensitive Compartmented Information (SCI)		X
(2) Non-SCI		
f. SPECIAL ACCESS INFORMATION		X
g. NATO INFORMATION		X
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY INFORMATION	X	
k. OTHER *(Specify)*	X	

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. PERFORM SERVICES ONLY		X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
h. REQUIRE A COMSEC ACCOUNT		X
i. HAVE TEMPEST REQUIREMENTS		X
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
l. OTHER *(Specify)*		

DD Form 254, DEC 90 (EG) *Previous editions are obsolete.* (MS Word 4/96)

12. PUBLIC RELEASE Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

[ ] Direct [X] Through *(Specify)*

Media Relations, Marshall Space Flight Center, MSFC, AL 35812

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classifiection guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

Security clearances and classified access is limited to the purpose of procurement stated in Block 9 of this form. Clearances should be held to the minimum necessary to perform this task.

Specific classification guidance will be provided on specific classified tasks.
The safeguarding requirements of MPG 1600.1 shall be followed.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)*

[ ] Yes [X] No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

[ ] Yes [X] No

Except for employees physically assigned to MSFC.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
Owen H. Johnson	Manager, Protective Service	(256) 544-4539

d. ADDRESS *(Include Zip Code)*	e. SIGNATURE
Marshall Space Flight Center AD50/Protective Services MSFC, AL 35812	*"Original Signed by Owen H. Johnson"*

17. REQUIRED DISTRIBUTION

X	a. CONTRACTOR
	b. SUBCONTRACTOR
X	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
X	e. ADMINISTRATIVE CONTRACTING OFFICER
	f. OTHERS AS NECESSARY

DD Form 254 Page Two, Dec 90 (EG) (MS Word 4/96)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
14	June 29, 2006	See Page 2 - 5	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Daniels
256-544-0609
Kimberly.s.daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
6703 Odyssey Drive
Suite 303
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2 - 5

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION				
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$554,130	$24,596,485	$52,794,814
This Mod	0	0	0	0	0	0	0	$19,433,163
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$554,130	$24,596,485	$72,227,977

See Page 5 for Description

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)* Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY 's/ Original Signed by Sherry K. Davidson** *(Signature of Contracting Officer)*	June 29, 2006

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200159208	62-379-30-10	62VP11	EXCX22005D	$4,800
	62-379-30-05	62VP11	EXCX22005D	$1,000
	62-379-30-04	62VP11	EXCX22005D	$7,200
	62-379-30-03	62VP11	EXCX22005D	$25,000
	321878.04.03.01.08.01	62VP30	ESAX22006D	$19,750
4200159914	197009.10.01.01.10	62MP71	EXCX22006D	$152,272
	411011.01.01.01.02	62MP01	EXCX22006D	$41,000
4200160070	136905.08.05.04.04.08	62ER34	ESAX22006D	$85,000
	136905.08.05.12.02.08	62EM03	ESAX22006D	$36,000
	136905.08.05.02.01.08	62JP30	ESAX22006D	$277,130
	136905.02.04.08	62EV01	ESAX22006D	$77,000
	136905.02.04.08	62EV11	ESAX22006D	$148,671
	136905.08.05.04.02.08	62ER34	ESAX22006D	$42,500
	136905.08.05.02.01.08	62EV61	ESAX22006D	$18,829
	136905.08.05.02.03.08	62EV61	ESAX22006D	$151,151
	136905.08.05.06.01.08	62ER23	ESAX22006D	$138,862
	136905.08.05.05.01.08	62ER23	ESAX22006D	$258
	136905.08.05.04.03.08	62ER34	ESAX22006D	$43,000
	136905.02.04.08	62EV42	ESAX22006D	$228,114
	136905.02.01.08	62EV61	ESAX22006D	$818,099
	136905.02.02.08	62EV61	ESAX22006D	$410,808
	136905.02.04.08	62EV31	ESAX22006D	$13,045
	136905.08.05.08.11.08	62EV23	ESAX22006D	$120,000
	136905.02.04.08	62EV41	ESAX22006D	$508,940
	136905.02.05.08	62EV11	ESAX22006D	$11,973
	136905.02.01.08	62EV11	ESAX22006D	$47,324
	136905.02.04.08	62EV12	ESAX22006D	$319,448
	136905.02.05.08	62EV12	ESAX22006D	$19,793
	136905.02.04.08	62EV33	ESAX22006D	$232,281
	136905.08.01.02.01	62EV61	ESAX22006D	$12,000
	321878.04.10.01.01	62JP40	ESAX22006D	$14,496
	62-617-45-20	62NP60	EXCX22005D	$339
	62-617-44-10-PO	62JP02	EXCX22005D	$1,540,422
	62-617-51-01	62JP02	EXCX22005D	$1,000,000
	136905.08.01.04	62EV61	ESAX22006D	$47,869
	136905.08.03.04.08	62ER32	ESAX22006D	$2,429
	136905.02.03.08	62JP40	ESAX22006D	$470,297
	136905.08.01.02.01	62JP20	ESAX22006D	$125,000
	136905.08.01.03	62EV22	ESAX22006D	$11,014
	136905.08.01.04	62ER22	ESAX22006D	$25,000
	136905.08.05.03.01.01.08	62EV32	ESAX22006D	$404,011

	136905.08.05.03.03.01.08	62EV32	ESAX22006D	$210,274
	136905.08.05.02.01.08	62EV32	ESAX22006D	$93,615
	136905.08.05.02.04.08	62EV61	ESAX22006D	$8,647
	136905.08.05.02.02.08	62EV61	ESAX22006D	$12,104
	136905.08.05.03.01.01.08	62EV31	ESAX22006D	$62,281
	136905.08.05.02.01.08	62EV12	ESAX22006D	$75,378
	136905.08.05.11.01.01.08	62EV12	ESAX22006D	$52,505
	136905.08.05.08.01.08	62EV24	ESAX22006D	$196,645
	136905.08.05.08.02.08	62EV23	ESAX22006D	$93,364
	136905.08.05.08.06.08	62EV24	ESAX22006D	$86,175
4200160379	62-376-60-10	62EM10	EXCX22005D	$3,119
	62-376-10-15	62EM40	EXCX22005D	$1,531
	843515.02.01.08.05.04.14	62EM10	EXCX22006D	$67,112
	401769.06.03.07.02.02	62EM03	EXCX22006D	$65,000
	62-377-10-10-00	62EM01	EXCX22005D	$3,411
	522094.08.01.01.03.01	62EM40	EXCX22006D	$10,260
	520871.08.01.01.02	62EM40	EXCX22006D	$30,400
	522632.08.01.01	62EM40	EXCX22006D	$29,675
	62-379-20-30	62EM40	EXCX22005D	$45,000
	62-376-10-15	62EM10	EXCX22005D	$114
	62-376-10-30	62EM10	EXCX22005D	$47,600
	197009.10.02.01.05	62EM30	EXCX22006D	$7,598
	522094.08.01.01.03.01	62EM30	EXCX22006D	$10,000
	522094.08.01.01.03.01	62EM03	EXCX22006D	$24,900
	520871.08.01.01.02	62EM03	EXCX22006D	$10,000
	522094.08.01.01.03.01	62EM30	EXCX22006D	$35,214
	62-376-50-15-00	62EM10	EXCX22005D	$1,100
	524238.08.02.01.03	62EM10	EXCX22006D	$98,480
	62-110-89-45	62EM50	ESAX22005D	$34,500
4200160437	62-617-52-08	62NP02	EXCX22005D	$61,132
	591158.04.12.01.01	62EV43	ESAX22006D	$92,981
	591158.04.13.01.04	62EV13	ESAX22006D	$31,700
	644423.02.99.02.08	62EV21	ESAX22006D	$2,766,945
	401769.06.03.07.03.03	62EV13	EXCX22006D	$50,985
	401769.06.01.01.08	62EV32	EXCX22006D	$82,767
	197009.10.01.01.03	62EV13	EXCX22006D	$12,897
	197009.10.01.01.11	62EV33	EXCX22006D	$59,158
	986249.01.09.08	62EV61	ESAX22006D	$100,000
	136905.02.99.03.08	62EV43	ESAX22006D	$3,926,805
	604746.01.01.01.08	62EV61	ESAX22006D	$195,347
	604746.06.06.08	62EV62	ESAX22006D	$65,153
	197009.10.01.01.10	62EV31	EXCX22006D	$200,000
	644423.06.02.14.08	62EV34	ESAX22006D	$49,000
	524238.08.01.01.03	62EV31	EXCX22006D	$65,000

	644423.06.02.14.08	62EV61	ESAX22006D	$20,285
4200160644	197009.10.02.01.02	62ER43	EXCX22006D	$80,000
	522094.08.01.01.03.01	62ER41	EXCX22006D	$619,628
	520871.08.01.01.02	62ER43	EXCX22006D	$30,000
	321878.04.08.04.02.04.08	62ER23	ESAX22006D	$30,615
4200161261	62-379-30-14	62VP11	EXCX22005D	$19,000
	6251-399-33-20	62VP62	ESAX22005D	$10,546
	931164.08.04	62ED02	EXCX22006D	$142,569
	931164.08.04	62ED02	ESAX22006D	$22,756
	281945.02.19.01.03	62VP61	ESAX22006D	$93,500
	953033.01.08.06.23	62VP63	ESAX22006D	$90,000
	197009.10.01.01.06	62VP63	EXCX22006D	$4,000
	197009.10.02.01.01	62VP63	EXCX22006D	$73,059
	411672.06.04.01	62VP63	ESAX22006D	$7,401
	390492.04.02.06	62VP63	ESAX22006D	$16,855
	953033.01.08.06.22	62VP63	ESAX22006D	$18,500
4200161975	953033.03.08.02	62GAINVIEC	ESAX22006D	$123,000
	931164.08.04	62ED03	ESAX22006D	$150,000
4200163387	811073.02.06.01.09.01	62VP62	ESAX22006D	$15,093
	399131.02.01.01.22	62VP62	ESAX22006D	$40,000
	953033.01.08.06.05	62VP62	ESAX22006D	$5,000
4200163389	931164.08.04	62ED03	ESAX22006D	$200,000
4200163656	278083.01.01.03.01	62VP11	ESAX22006D	$32,000
	401769.06.08.02.04.02	62VP34	EXCX22006D	$18,529
	401769.06.03.03.02.07	62VP34	EXCX22006D	$8,867
	62-467-10-20-W1	62VP34	EXCX22005D	$9,812
4200163886	321878.04.08.04.02.06.08	62ET10	ESAX22006D	$66,000
4200163887	62-467-10-20-W6	62EI13	EXCX22005D	$66,236
	62-467-10-20-W3	62EI13	EXCX22005D	$12,375
	401769.06.03.03.02.07	62EI13	EXCX22006D	$88,830
	401769.06.03.03.02.07	62EI22	EXCX22006D	$21,217
	62-467-10-30-X2	62EI24	EXCX22005D	$3,083
	401769.06.03.03.02.07	62EI53	EXCX22006D	$127,928
	401769.06.03.07.02.03	62EI53	EXCX22006D	$14,783
	522632.08.01.01	62EI42	EXCX22006D	$17,000
	378710.05.02	62EI51	ESAX22006D	$1,005
	591158.04.13.01.04	62EI32	ESAX22006D	$145,000
	401769.06.01.01.08	62EI13	EXCX22006D	$5,370

	931164.08.04	62EI51	EXCX22006D	$5,000
	62-617-44-50	62EI22	EXCX22005D	$1,324
	401769.06.01.02.03	62EI21	EXCX22006D	$25
	401769.06.02.02.02.01	62EI22	EXCX22006D	$147
	401769.06.03.07.04.04	62EI24	EXCX22006D	$148,828
			TOTAL	$19,433,163

Description of Modification

1. The purpose of this modification is to provide for incremental funding through the anticipated funded date of December 5, 2006, pursuant to Clause 52.232-22, Limitation of Funds; revise Clause H-5, Supplemental Task Order Procedures and Attachment J-10, Task Flow Process, to provide inclusion of the Task Order Monitors in the Task Order Review/Approve Process, pursuant to the FAR 43.103 (b).

   a. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $19,433,163 from $52,794,814 to $72,227,977. Clause B.4 shown in Mod 13 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 14), is substituted in lieu thereof.

   b. Clause H-5, SUPPLEMENTAL TASK ORDER PROCEDURES shown in Mod 13 is hereby deleted in its entirety and the revised Clause H-5, shown on the enclosed replacement page H.5 (Mod 14), is substituted in lieu thereof.

   c. Attachment J-10-1, Task Flow Process shown in the Basic contract is hereby deleted in its entirety and the revised Attachment J-10-1, shown on the enclosed replacement page J-10-1 (Mod 14), is substituted in lieu thereof.

2. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.

3. All other terms and conditions remain unchanged.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $69,392,137. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through December 6, 2006.

(b) An additional amount of $2,835,840 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$50,720,181	$18,671,956	$69,392,137
Prov. Performance Fee:	$1,244,780	$456,724	$1,701,504
Prov. Award Fee:	$829,853	$304,483	$1,134,336
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 0	$0
Total Sum Allotted:	$52,794,814	$19,433,163	$72,227,977

(End of Clause)

WBS elements Level 3 or lower. An overview and flowchart of this process is provided at Attachment J-10.

(c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.4, the Contractor shall prepare as part of the Task Order Plan the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimates during the base period of the contract, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and, at their discretion, use the lower of the Contractor's/Subcontractor's actual rates or the Not-to-Exceed (NTE) rates set forth in Attachment J-9. It is further agreed and understood that the maximum available performance and award fees, equating to a percentage, set forth in Attachment J-9 shall be used by the Contractor to calculate the Maximum Potential Performance and Award Fee dollars for each Task Order.

(d) Each TO will include the period covered estimated cost and maximum potential fees. At the end of each semi-annual award and performance fee evaluation period, the current evaluation period values (estimated cost and maximum potential fees) of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the maximum potential performance and award fee values for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2, Estimated Cost, Performance Fee and Award Fee, to reflect the summation of the current total task order values.

(e) A summation of estimated and actual TO costs for each WBS element Level 2 (except WBS element 1.1 which is already included in TO values) shall be tracked by the Contractor in accordance with J-1, Paragraph 1.1.4., Task Management.

(f) All Task Orders will flow from the Task Order Initiator to the Task Order Monitor to the COTR to the CO. The assigned Task Order Monitor/COTR/CO will review and approve each TO and any revision thereto, with the CO having final TO approval authority. The Government will provide a list of personnel to be included in the routing of TOs. The Government retains the right to disapprove any Task Order Plans (TOPs) at the sole discretion of the Government.

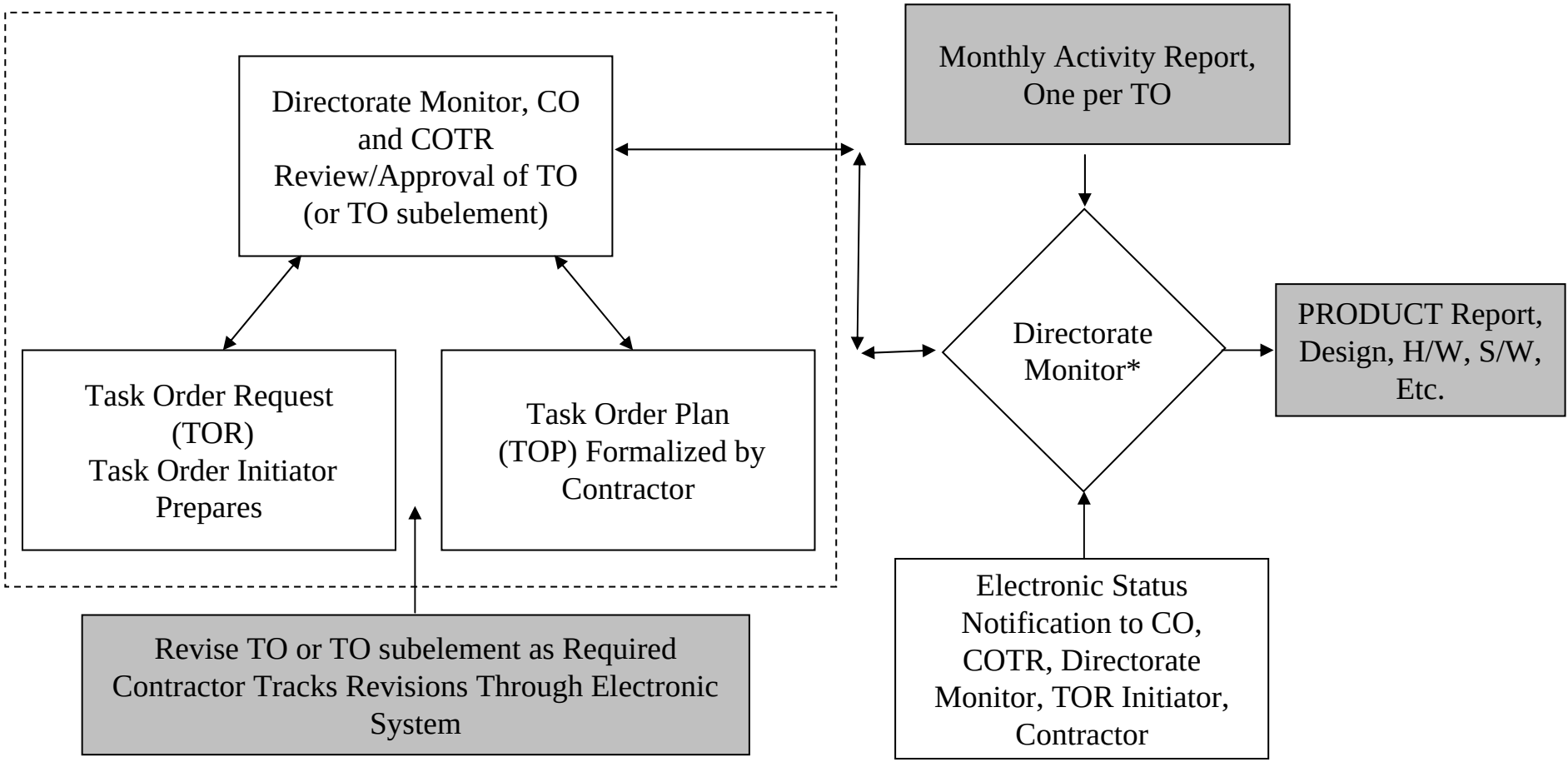
(g) The Contractor shall not begin work until the approved TO is received; however, in extreme emergency situations, the Contractor may be authorized by the CO to begin work immediately. The Contractor shall process the applicable TO within 5 calendar days of being notified of an emergency, and shall not incur costs exceeding $5,000 during the 5 day period, unless an advance waiver is granted by the Contracting Officer. The Government and Contractor shall finalize the TO within 10 calendar days.

(h) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause of the contract.

(End of Clause)

ATTACHMENT J-10

Task Flow Process



Process shall be automated to include electronic routing and approvals
*Directorate Monitors are assigned to handle internal government data collection and analysis functions.

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
15	July 27, 2006	See Pages 2 - 4	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Adm: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Pages 2 - 4

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority)*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$0	$0	$0	$24,596,485	$72,227,977
This Mod	0	0	0	0	0	0	0	$531,965	$(22,165)	$5,599,581
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$0	$0	$531,965	$24,574,320	$77,827,558

See Pages 4-5 for Description

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)* Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY */x/ Original Signed by Sherry K. Davidson* *(Signature of Contracting Officer)*	07/27/2006

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200160644	**520871.08.01.01.02**	**62ER43**	**EXCX22006D**	**-$23,397**
4200164695	206518.02.99.01.08.02	62EV12	ESAX22006D	$56,200
4200164696	206518.02.99.01.08.02	62EV42	ESAX22006D	$125,000
4200164697	206518.02.99.01.08.02	62EV32	ESAX22006D	$67,200
4200164794	197009.10.01.01.06	62EV12	EXCX22006D	$149,207
	62-892-10-01	62EV13	ESAX22005D	$17,957
	931164.08.04	62EV32	ESAX22006D	$225,000
	411011.01.01.01.02	62EV61	EXCX22006D	$25,000
	939904.06.08.01	62EV13	ESAX22006D	$27,000
	401769.06.03.07.03.03	62EV13	EXCX22006D	$10,000
	401769.06.01.02.03	62EV23	EXCX22006D	$10,000
	401769.06.01.01.08	62EV32	EXCX22006D	$8,391
	401769.06.01.01.08	62EV63	EXCX22006D	$8,659
	591158.04.12.01.01	62EV43	ESAX22006D	$118,000
	524238.08.01.01.03	62EV31	EXCX22006D	$577,971
	524238.08.01.01.03	62EV33	EXCX22006D	$317,555
	524238.08.01.01.03	62EV32	EXCX22006D	$103,753
	524238.08.01.01.03	62EV12	EXCX22006D	$10,248
	604746.01.01.01.08	62EV61	ESAX22006D	$490,236
	197009.10.02.01.06	62EV31	EXCX22006D	$48,122
	931164.08.04	62EV61	ESAX22006D	$10,000
	931164.08.04	62EV61	EXCX22006D	$4,000
4200165437	401769.06.08.02.04.02	62EM20	EXCX22006D	$21,875
	520871.08.01.01.02	62EM10	EXCX22006D	$14,465
	62-617-42-10	62EM50	EXCX22005D	$8,000
	524238.08.02.01.03	62EM10	EXCX22006D	$450,000
	524238.08.01.01.03	62EM10	EXCX22006D	$100,000
	62-104-08-01	62ED02	EXCX22005D	$581
	62-377-10-10-00	62EM01	EXCX22005D	$2,316
	992858.19.08.03	62EM10	ESAX22006D	$152,000
	62-973-15-13	62EM30	ESAX22005D	$77,000
	520871.08.01.01.02	62EM03	EXCX22006D	$13,000
	522632.08.01.01	62EM40	EXCX22006D	$47,500
	62R-379-04-0534-01	62EM40	EXCX22005R	$11,974
	820098.01.05.0676.01	62EM30	EXCX22005R	$9,626
	820098.01.08.0677.01	62EM30	EXCX22005R	$175,000

4200165944	346620.01.01.01	62VP51	ESAX22006D	$192,344
	62-800-92-00	62VP51	ESAX22005D	$54
	62-800-93-6A	62VP51	ESAX22005D	$5,140
	62-800-91-01	62VP51	ESAX22005D	$22,462
	62-110-89-45	62VP51	ESAX22005D	$100,000
4200166160	401769.06.03.07.04.04	62EI24	EXCX22006D	$40,000
	401769.06.03.03.02.07	62EI24	EXCX22006D	$5,000
	401769.06.08.02.04.02	62EI41	EXCX22006D	$10,000
	516572.04.06.01.01	62EI53	ESAX22006D	$40,000
	401769.06.03.07.02.03	62EI53	EXCX22006D	$75,000
	401769.06.03.03.02.07	62EI32	EXCX22006D	$81,879
	524238.08.01.01.03	62EI24	EXCX22006D	$10,000
	401769.06.01.01.08	62EI13	EXCX22006D	$26,498
	401769.06.03.03.02.07	62EI22	EXCX22006D	$9,000
	981155.03.08	62EI32	ESAX22006D	$200,000
	604746.02.06.06.08	62EI24	ESAX22006D	$7,000
	346620.04.03.01.06	62EI22	ESAX22006D	$25,000
	522632.08.01.01	62EI42	EXCX22006D	$10,000
	378710.05.02	62EI51	ESAX22006D	$1,000
	401769.06.08.02.04.02	62EI11	EXCX22006D	$6,000
	401769.06.03.03.02.07	62EI13	EXCX22006D	$4,000
	401769.06.08.02.04.02	62EI13	EXCX22006D	$40,000
4200166163	814060.08.07	62ET01	ESAX22006D	$52,038
	814060.08.07	62ET10	ESAX22006D	$8,479
	814060.08.07	62ET20	ESAX22006D	$29,601
	814060.08.07	62ET30	ESAX22006D	$96,353
4200166432	206518.02.99.01.08.02	62EV33	ESAX22006D	$50,000
4200166434	206518.02.99.01.08.02	62EV12	ESAX22006D	$29,000
4200167809	953033.01.08.06.13	62VP62	ESAX22006D	$1,000
	431924.04.01.09	62VP62	ESAX22006D	$291
	6251-370-08-49	62VP62	ESAX22005D	$1,401
	62-432-01-01	62VP62	ESAX22005D	$4
	62-370-16-29	62VP62	ESAX22005D	$13,119
	62-370-16-27	62VP62	ESAX22005D	$414
4200168082	637495.06.02.01.08.01	62VP34	EXCX22006D	$206,462
	401769.06.03.03.02.07	62VP34	EXCX22006D	$1,221
	401769.06.08.02.04.02	62VP34	EXCX22006D	$20,000
4200168057	62-622-03-04	62VP61	ESAX22005D	$15,708

	62-613-26-99	62VP61	ESAX22005D	$2,768
	62-895-00-99	62VP61	ESAX22005D	$587
	62-621-15-98	62VP61	ESAX22005D	$3,159
	6251-428-96-01	62VP61	ESAX22005D	$13,357
	62-291-07-76	62VP61	ESAX22005D	$1,173
	136905.02.03.08	62VP63	ESAX22006D	$47,420
	604746.04.03.08	62VP11	ESAX22006D	$39,000
	136905.01.02.08	62VP11	ESAX22006D	$280,000
	62-621-35-09	62VP61	ESAX22005D	$3,013
	6251-621-15-60	62VP61	ESAX22005D	$2,000
4200168131	400147.04.07.01.05	62EV43	ESAX22006D	$178,800
	524238.08.01.01.03	62ER33	EXCX22006D	$10,000
	725932.08.01.02.02	62ER33	EXCX22006D	$50,000
	522632.08.01.01	62ER43	EXCX22006D	$23,397
	321878.04.08.04.02.04.08	62ER23	ESAX22006D	$40,000
			TOTAL	$5,599,581

Description of Modification

1. The purpose of this modification is to provide for incremental funding through the anticipated funding date of September 29, 2006, pursuant to Clause 52.232-22, Limitation of Funds; update Clause B.2, Estimated Cost, Performance Fee, and Award Fee to reflect the Award Fee Findings and Determination dated 7/7/06; revise Clause D.1 Listing of Clauses Incorporated by Reference by inserting updated clause 1852.211-70, Packaging, Handling, and Transportation; revise Clause E.1 Listing of Clauses Incorporated by Reference by inserting clause 52.246-8, Inspection of Research and Development – Cost Reimbursement; insert Clause E.5, 1852.246-72 Material Inspection and Receiving Report; revise Clause F.1 Listing of Clauses Incorporated by Reference by inserting updated clause 52.242-15, Stop-Work order Alternate 1; insert Clause F.5 Consideration and Payment and F.6 Delivery; insert Clause G.5 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors; revise H.1 Listing of Clauses Incorporated by Reference by inserting clause 1835.235-73, Final Scientific and Technical Reports; insert Clause H.7 Indemnification for Unusually Hazardous Risks; revise I.1 Listing of Clauses Incorporated by Reference by adding 52.204-9 Personal Identity Verification of Contractor Personnel, 52.225-16 Sanctioned European Union Country Services, 52.230-6 Administration of Cost Accounting Standards, 52.243-2 Changes-Cost Reimbursement (Alternate V), 52.243-7 Notification of Changes, 52.245-18 Special Test Equipment, 1852.235-70 Center for Aerospace Information; insert Attachment J-9a, Off-Site Rates; and; revise Attachment J-12 DOD FORM DD 254 Contract Security Classification and Specification (1. Clearance and Safeguarding), all pursuant to FAR 43.103(b).

   a. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $5,599,581 from $72,227,977 to $77,827,558. Clause B.4 shown in Mod 14 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 15), is substituted in lieu thereof.

   b. Clause B.2, ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE shown in Mod 13 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2 (Mod 15), is substituted in lieu thereof.

c. Clause D.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause D.1, shown on the enclosed replacement page D-1 (Mod 15), is substituted in lieu thereof.

d. Clause E.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause E.1, shown on the enclosed replacement page E-1 (Mod 15), is substituted in lieu thereof.

e. Clause E.5, MATERIAL INSPECTION AND RECEIVING REPORT an addition to page E-2 (Basic) in the contract is shown in the enclosed replacement page E-2 (Mod 15), is substituted in lieu thereof

f. Clause F.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in Mod 10 is hereby deleted in its entirety and the revised Clause F.1, shown on the enclosed replacement page F-1 (Mod 15), is substituted in lieu thereof.

g. Clause F.5, CONSIDERATION AND PAYMENT an addition to page F-2 (Basic) in the contract is shown in the enclosed replacement page F-2 (Mod 15), is substituted in lieu thereof

h. Clause F.6, DELIVERY an addition to the contract is shown on the enclosed page F-3 (Mod 15)

i. Clause G.5, FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS an addition to page G-5 (Basic) in the contract is shown in the enclosed replacement pages G-5 thru G-8 (Mod 15), is substituted in lieu thereof

j. Clause H.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause H.1, shown on the enclosed replacement page H-1 (Mod 15), is substituted in lieu thereof.

k. Clause H.6, INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS an addition to page H-6 (Basic) in the contract is shown in the enclosed replacement pages H-6 thru H-20 (Mod 15), is substituted in lieu thereof

l. Clause I.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause I.1, shown on the enclosed replacement page I-1 thru I-4 (Mod 15) is substituted in lieu thereof

m. Attachment J-9, OFF-SITE RATES an addition to J-9-1 (Basic) in the contract is shown in the enclosed replacement page J-9-1a (Mod 15)

n. Attachment J-12, DOD FORM DD 254 CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION shown in Mod 13 is hereby deleted in its entirety and the revised Attachment J-12, shown on the enclosed replacement pages J-12-2 thru J-12-3 (Mod 15), is substituted in lieu thereof

2. The award fee was processed in this modification for the contractor's evaluation period 1 dated October 15, 2005 – March 31, 2006. Of the total award fee available, $554,130 was applicable to this evaluation period. Based on the contractor's evaluation score of 96%, the contractor earned an award fee of $531,965 with $22,165 in unearned award fee. The total contract value decreased in the amount of $22,165 from 24,596,485 to $24,574,320.

3. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.

4. All other terms and conditions remain unchanged.

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential performance fee is **$ See Below*** . The maximum potential award fee is **$ See Below*** . Total estimated cost, maximum potential performance fee, and maximum potential award fee are **$ See Below*** .

In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract Period Covered	*** Total Estimated Cost	Maximum Potential Fee (60%)	Total Performance Fee Earned	Maximum Potential Award Fee (40%)	Total Award Fee Earned	**Total Task Order Value**
Base Year**						
10/15/2006 – 03/31/2006	$23,211,160	$831,195		$554,130	**$531,965**	**$24,574,320**
04/01/2006 – 09/29/2006						
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS	$23,211,160	$831,195	$0	$554,130	$531,965	**$24,574,320**

** = 6 month evaluation periods
*** = Includes cost associated with PWS 1.1.
**** = 12 month evaluation periods

(End of clause)

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $74,772,380. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 29, 2006.

(b) An additional amount of $3,055,178 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$69,392,137	$5,380,243	$74,772,380
Prov. Performance Fee:	$1,701,504	$131,603	$1,833,107
Prov. Award Fee:	$1,134,336	($444,230)	$690,106
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$0	$ 531,965	$531,965
Total Sum Allotted:	$72,227,977	$5,599,581	$77,827,558

(End of Clause)

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Clause Number	Title	Date

None included by reference.

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

Clause Number	Title	Date
1852.211-70	Packaging, Handling, and Transportation	Sep 2005

(End of Clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

Clause Number	Title	Date
52.246-3	Inspection of Supplies-Cost Reimbursement	(May 2001)
52.246-5	Inspection of Services—Cost-Reimbursement	(Apr 1984)
52.246-8	Inspection of Research and Development - Cost-Reimbursement	(May 2001)

II. NASA FAR Supplement (48 CFR Chapter 18) Clauses

Clause Number	Title	Date

None included by reference.

(End of Clause)

E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246-71)(OCT 1988)

In accordance with the Inspection clause of this contract, the Government intends to perform the following functions at the locations indicated.

Item	Quality Assurance Function	Location
All	Final Inspection & Acceptance	MSFC, Huntsville, AL, Washington, D.C. & D.C. Area

(End of Clause)

E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

	Title	Number	Date
☒	Marshall Management Manual	MPD 1280.1	9/17/04

(End of Clause)

E.4 CHANGES TO HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS

It is mutually agreed and understood that the Government may unilaterally update Clause E.3 with future versions and require full compliance to the latest requirements. Such action shall not give rise to an equitable adjustment to the estimated contract value, including both cost and performance/award fees, or any other expressed terms and conditions of this contract.

(End of Clause)

E.5 MATERIAL INSPECTION AND RECEIVING REPORT 1852.246-72 (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 6 copies (an original and 5 copies).

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

Clause Number	Title	Date
52.242-15	Stop-Work Order Alternate I	(Apr 1984)
52.247-34	F.O.B. Destination	(Nov 1991)

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

Clause Number	Title	Date
MSFC 52.247-90	Section 10721 Rates	(Feb 2001)

(End of Clause)

F.2 PERIOD OF PERFORMANCE

(a) The base period of performance of this contract shall be October 15, 2005, through September 29, 2006. The contract 30-day phase-in period shall begin on the award date.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	September 30, 2006 – September 28, 2007
Option 2	September 29, 2007 – September 26, 2008
Option 3	September 27, 2008 – September 25, 2009
Option 4	September 26, 2009 – October 14, 2010

(End of Clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91 (FEB 2001)

The Contractor shall perform the work under this contract at the Marshall Space Flight Center, AL, NASA Headquarters, Washington, D.C., and at such other locations that may be approved in writing by the Contracting Officer. Contractor personnel providing Headquarters' support under the Performance Work Statement (PWS) paragraph 1.9 of this contract shall be located in contractor provided facilities in the Washington, D.C. area.

(End of clause)

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

F.5 CONSIDERATION AND PAYMENT

The Contractor shall be paid upon acceptance of all deliverables described in Task order XXXXXX of this contract. Acceptance as used herein is defined as the successful completion of required tasks and deliverables for the period covered.

Invoices furnished by the contractor shall be submitted in triplicate to:

George C. Marshall Space Flight Center
Accounting Operations Office, Attn: RS23
Marshall Space Flight Center, AL 35812

Any information copy shall be furnished to the following:

George C. Marshall Space Flight Center
Procurement Office, Attn: Kimberly S. Carson/PS21
Marshall Space Flight Center, AL 35812

(End of Clause)

F.6 DELIVERY

The Contractor shall deliver the items required to be furnished by this Task order to the following:

SHIP TO: National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Notify: JP10 / Kevin Flynn
Kevin.C.Flynn@nasa.gov

MARK FOR:
1. Reports:
2. Material:
3. All shipments shall be clearly marked to indicate:
   a. Contents
   b. Contract Number: NNM05AB50C
   c. Task Order No.: XXXXXXXX

(End of Clause)

[END OF SECTION]

days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(c) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(End of clause)

G.5 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS 1852.245-73 (OCT 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: **N/A**, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the

month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of Clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation, which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls, both local and long distance.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-7. The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation facility services

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

G.7 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 1999)

(a) It is anticipated that performance of the requirements of this contract will require employees' access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, Contractor Badge/Decal Application. Requests for badging shall be submitted to the

appointed Contracting Officer's Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.8 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

	Title	Office Code
New Technology Representative	Chief, Technology Utilization	ED03 MSFC, AL 35812
Patent Representative	Chief, Intellectual Property Counsel	LS01 MSFC, AL 35812

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

[END OF SECTION]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause Number	Title	Date
None included by reference.		

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

Clause Number	Title	Date
1835.235-73	Final Scientific and Technical Reports	Jan 2005
1852.208-81	Restrictions On Printing And Duplicating	Nov 2004
1852.223-76	Federal Automotive Statistical Tool Reporting	Jul 2003
1852.242-72	Observance Of Legal Holidays (Alternate II)	Oct 2000

(End of Clause)

H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest. (See Clause H.3)

(b) The nature of this conflict is:
(1) An unfair competitive advantage

(2) Existence of conflicting roles that might bias the Contractor's judgment (See Clause H.3)

(3) Organizational Conflicts of Interest (See Clause H.3)

(4) Potential for access to other Contractor's Confidential Business Information (CBI) even though support-involving access to CBI is currently not included in this acquisition.

(c) The restrictions upon future contracting are as follows:
(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in

H.6 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of a task order. The proposal should be submitted as soon as possible after the above notification but no later than 30 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(a) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

H.7 INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS

a) The Government recognizes that the Contractor's approach to fulfill the requirements of this contract might involve conditions considered to constitute unusually hazardous risks resulting in potential third party liability exceeding insurance coverage the Contractor could reasonably be expected to purchase and maintain, considering the availability, cost, and terms and conditions of such insurance. In the event the Contractor believes such conditions exist and necessitate indemnification by the Government, the Contractor shall provide documentation and rationale

adequate to substantiate processing of such requests in accordance with applicable laws and regulations. The Contractor shall furnish the information required in accordance with FAR 50.403-1 and NASA FAR Supplement 1850.403. Reference to these FAR and NASA FAR Supplement sections is not an indication that NASA has determined indemnification to be applicable. The Contractor's request for indemnification must explain under what authority NASA can provide indemnification for unusually hazardous risks associated with performance of the contract. In addition to identifying a sufficient legal basis for indemnification, the Contractor's request for indemnification also must substantiate a sufficient factual basis for indemnification by explaining specifically what work under the contract poses unusually hazardous risks.

b) The Government will consider a request for indemnification for unusually hazardous risks in accordance with the foregoing paragraph. In the event the Government denies the Contractor's request for indemnification, the parties will enter into good faith negotiations to determine the appropriate course of action concerning potential third party liability.

(End of clause)

H.8 <u>1852.223-70 SAFETY AND HEALTH (APR 2002)</u>

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of $25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than $1,000) but possesses the potential to cause any type

mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular**,** the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.9 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA’s safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than $1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than $250,000, or theft greater than $250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.10 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, AL or NASA Headquarters, Washington D.C., where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(ALTERNATE I) (FEB 2000)

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

H.11 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Personnel:	
(b)(4)	
Facility:	Jacobs 1100 North Glebe Road Suite 500 Arlington, VA 22201

(End of Clause)

H.12 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.13 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (FEB 2001)

(a) If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

H.14 ACCESS TO CONFIDENTIAL INFORMATION

(a) As used in this clause, ``confidential information'' refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and may embody trade secrets or commercial or financial information, and may be confidential or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract. Performing these services may require access to confidential information that other companies have furnished to the Government in the course of providing supplies or services, or that the Government has generated.

(c) In performing this contract, the Contractor agrees to—

(1) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in this contract, and never to improve its own competitive position in another procurement.

(2) Safeguard confidential information coming into its possession from unauthorized use and disclosure.

(3) Allow access to confidential information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of confidential information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.

(7) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into this contract.

(e) The nature of the work on this contract may subject the Contractor and its employees a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to confidential information.

(End of Clause)

H.15 RELEASE OF CONFIDENTIAL INFORMATION

(a) As used in this clause, ``confidential information'' refers to information, not currently in the public domain, that the Contractor has developed at private expense, may embody trade secrets or commercial or financial information, and that may be confidential or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the services of various contractors. To perform these services, contractors, as well as their subcontractors and their individual employees, may need access to confidential information submitted by the Contractor under this contract.

(c) (1) The Contractor shall mark or otherwise identify any confidential information submitted in support of this proposal or in performing this contract. The Contracting Officer will evaluate the Contractor's claim to have submitted ``confidential information,'' as defined above, in deciding whether NASA and its service contractors must protect and safeguard the information in accordance with the clause at 1852.237-72, Access to Confidential Information. Unless the Contracting Officer decides to challenge the Contractor's ``confidential information'' marking, NASA and its service contractors and their employees shall apply all of the conditions and safeguards listed in the clause at 1852.237-72.

(2) For information already in NASA's possession, the Contracting Officer shall attempt to identify the owner and afford that entity a reasonable opportunity to assert confidentiality in accordance with the principles and criteria delineated in the FAR. For purposes of asserting confidentiality, the parties may agree to use the procedures delineated in the clause at FAR 52.227-14 as a guide.

(d) Any entity that receives access to confidential information needed to assist NASA in accomplishing management activities and administrative functions must be operating under a contract that contains the clause at 1852.237-72, Access to Confidential Information. This clause obligates the receiving entity to do the following:

(1) Comply with all procedures and obligations specified in its contract, including the Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into its contract.

(2) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in its contract.

(3) Safeguard confidential information coming into its possession from unauthorized use and disclosure.

(4) Allow access to confidential information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of confidential information to persons and entities outside of the contractor's organization.

(6) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the contract.

(8) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the receiving entity will have primary operational responsibility for an information technology system for NASA that contains confidential information, the entity's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the receiving entity to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Receiving entity personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for all. The Contracting Officer may allow the receiving entity to conduct its own screening, provided this entity employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of confidential information.

(End of clause)

H.16 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor’s representative(s) in certifying that all

visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed RFR has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited

(End of Clause)

H.17 SAFETY PERFORMANCE EVALUATION

1. **Contractor Responsibility**. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (1061SA-001, 1061SA-002) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation. Every quarter, the agreed score will be used to assess performance appropriately—positive or negative. For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. **Evaluation Criteria**. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-14 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement (ELEMENT 1)	**Hazard Prevention and Control (ELEMENT 3)**
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

System and Worksite Hazard Analysis (ELEMENT 2)	**Safety and Health Training (ELEMENT 4)**
Complete and Update Baseline Surveys	Employee
Performance Analysis of New Work	Supervisor
Job Hazard Analysis/Process Review	Manager
Self-Inspection	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. **Performance Recognition.** Contractor performance will be recognized as follows:

- **Level I** – Annual rating score of $\geq$ 36 based on the average of the quarterly assessment scores, and a lost-Time Incident Rate (LTIR). *Formal award with public recognition*

  $\leq$ 50% of the LTIR for the applicable Standard Industrial Classification (SIC) rate. *Appropriate past performance referral provided.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the Contractor shall have no lost time injuries during the past year.

- **Level II** – Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) < the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.

  Formal Letter of Commendation

  Will impact contract evaluation and past performance referrals.

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.

- **Level III** – Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) ≥ than the Standard Industrial Classification (SIC) rate.

  Formal letter expressing concern. Corrective Action Plan Requested. Data Placed in Past Performance Database. **Failure to improve could result in contract options not being exercised.**

Exception: ***Contractors with less than 100 employees located onsite MSFC.*** **A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.**

- If contractor's Safety Performance evaluation does not fall within the above categories.

  No recognition.

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. **Contractor Accountability for Mishaps.** The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. **Evaluation Process.** The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:
   - Contractor to conduct quarterly self-assessment and assign numerical score to each element.

- Contractor self-assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Directorate.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. **Safety Metric Reporting.** The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

   The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. **Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of $1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://www.arnet.gov/far/

NASA FAR Supplement clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

MSFC Clauses: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

PART A: Federal Acquisition Regulation (48 CFR Chapter 1)

Number	Clause Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997

Number	Clause Title	Date
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52-215.21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate I) "Microsoft Excel (PC Compatible)"	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II-Oct 97 –Send copies to ACO & DCAA) (Alternate III-Oct 97-TBD by CO at time of submission)	Oct 1997
52.216-7	Allowable Cost and Payment	Dec 2002
52.217-8	Option to Extend Services –FILL –In " 30 days"	Nov 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan	Jan 2002
52.219-9	Small Business Subcontracting Plan (Alternate II)	Oct 2001
52.219-16	Liquidated Damages-Subcontracting Plan	Jan 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns [Insert "10%" in paragraph (b)(1)] **(__) Offeror elects to waive the adjustment**. (**Ref. Section K.3**) Not Applicable	Jun 2003
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	Oct 1999
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums [Insert "See Section B"]	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	Sep 2000
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003

Number	Clause Title	Date
	(Alternate I)	
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Dec 2003
52.225-16	Sanctioned European Union Country Services	Feb 2000
52.227-14	Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14	Oct 1995
52.227-16	Additional Data Requirements	Jun 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	Apr 1998
52.230-6	Administration Of Cost Accounting Services	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year “September 30, 2006”	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-24	Prohibition Of Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.232-34	Payment By Electronic Funds Transfer- Other Than Central Contractor Registration	May 1999
52.232-35	Designation Of Office For Government Receipt Of Electronic Funds Transfer Information	May 1999
52.233-1	Disputes	Jul 2002
52.233-1	Disputes (Alternate I)	Dec 1991
52.233-3	Protest After Award	Aug 1996
52.233-3	Protest After Award (Alternate I)	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
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

Number	Clause Title	Date
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement	Aug 1987
52.243-2	Changes-Cost Reimbursement (Alternate II)	Apr 1984
52.243-2	Changes-Cost Reimbursement (Alternate V)	Apr 1984
52.243-7	Notification of Changes, **30 day notification**	Apr 1984
52.244-5	Competition In Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Dec 2004
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time-And-Material or Labor-Hour Contracts)	May 2004
52.245-18	Special Test Equipment	Feb 1993
52.245-19	Government Property Furnished "As Is"	Apr 1984
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.248-1	Value Engineering	Feb 2000
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.251-1	Government Supply Sources Interagency	Apr 1984
52.251-2	Fleet Management System Vehicles And Related Services	Jan 1991
52.253-1	Computer Generated Forms	Jan 1991

(End of Clause)

PART B: NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Number	Clause Title	Date
1852.203-70	Display of Inspector General Hotline Posters	Jun 2001
1852.216-89	Assignment and Release Forms	Jul 1997
1852.219-74	Use of Rural Area Small Businesses	Sep 1990
1852.219-75	Small Business Subcontracting Reporting	May 1999
1852.219-77	NASA Mentor-Protégé Program	May 1999
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.227-14	Rights in Data--General **Modifies FAR Clause**	
1852.227-17	Rights in Data--Special Works	
1852.227-19	Commercial Computer Software—Restricted Rights **Modifies FAR Clause**	
1852.235-70	Center for Aerospace Information	Feb 2003
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.242-75	Earned Value Management Systems	Mar 1999
1852.242-76	Modified Cost Performance Report	Mar 1999
1852.242-78	Emergency Medical Services and Evacuation	Apr 2001
1852.243-71	Shared Shavings	Mar 1997

(End of Clause)

I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "Secret". See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12.

(End of Clause)

I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

(1) Computer control of spacecraft, satellites, or aircraft or their payloads;

(2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" increase or decrease adjustment amount, if any, and the required *period of performance* adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" e*stimated cost* and *period of performance* adjustments, if any, prior to issuing an order for implementation of the change.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(ALTERNATE I) (JUL 1997)

As prescribed in 1843.205-70(a)(2), add the following paragraph (f), modified to suit contract type, to the basic clause:

(f) If the *estimated cost* adjustment proposed for any Contractor-originated ECP is $500,000 or less, the ECP shall be executed with no adjustment to the contract *estimated cost*.

(ALTERNATE II) (SEP 1990)

As prescribed in 1843.205-70(a)(3), add the following sentence at the end of paragraph (c) of the basic clause:

An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(End of Clause)

I.12 1852.245-75 TITLE OF EQUIPMENT (MAR 1989)

(a) In accordance with the FAR 52.245 Government property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided for conducting research under this contract and having an acquisition cost less than **TBD** shall vest in the Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government property clause.

(b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of **TBD** or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.

(c) Title to the property specified in paragraph (b) of this clause vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) of this clause to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government property clause).

(e) Title to the contractor-acquired property listed below shall vest with the Government.

None

(End of Clause)

I.13 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

I.14 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.15 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 15, 2005 through October 14, 2010, if options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.16 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **$1,000.00**, the Government is not obligated to

purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **$100,000,000.00**;

(2) Any order for a combination of items in excess of **$100,000,000.00**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.17 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the

order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **October 14, 2011**.

(End of Clause)

I.18 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

A. Classification, Grades and Rates

Employee Class	Grade	Monetary Wage-Fringe Benefits Hr/Rate
Engineering Technician II	GS-04	$11.88
Engineering Technician III	GS-05	$13.29
Engineering Technician IV	GS-07	$16.47
Engineering Technician V	GS-09	$20.14
Engineering Technician VI	GS-11	$24.37

(End of Clause)

I.19 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and

any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I.20 RESERVED

I.21 52.244-2 SUBCONTRACTS (ALTERNATE I) (MAR 2005)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"ALL INDIVUDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN $500,000.00"

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor**.**

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(a) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

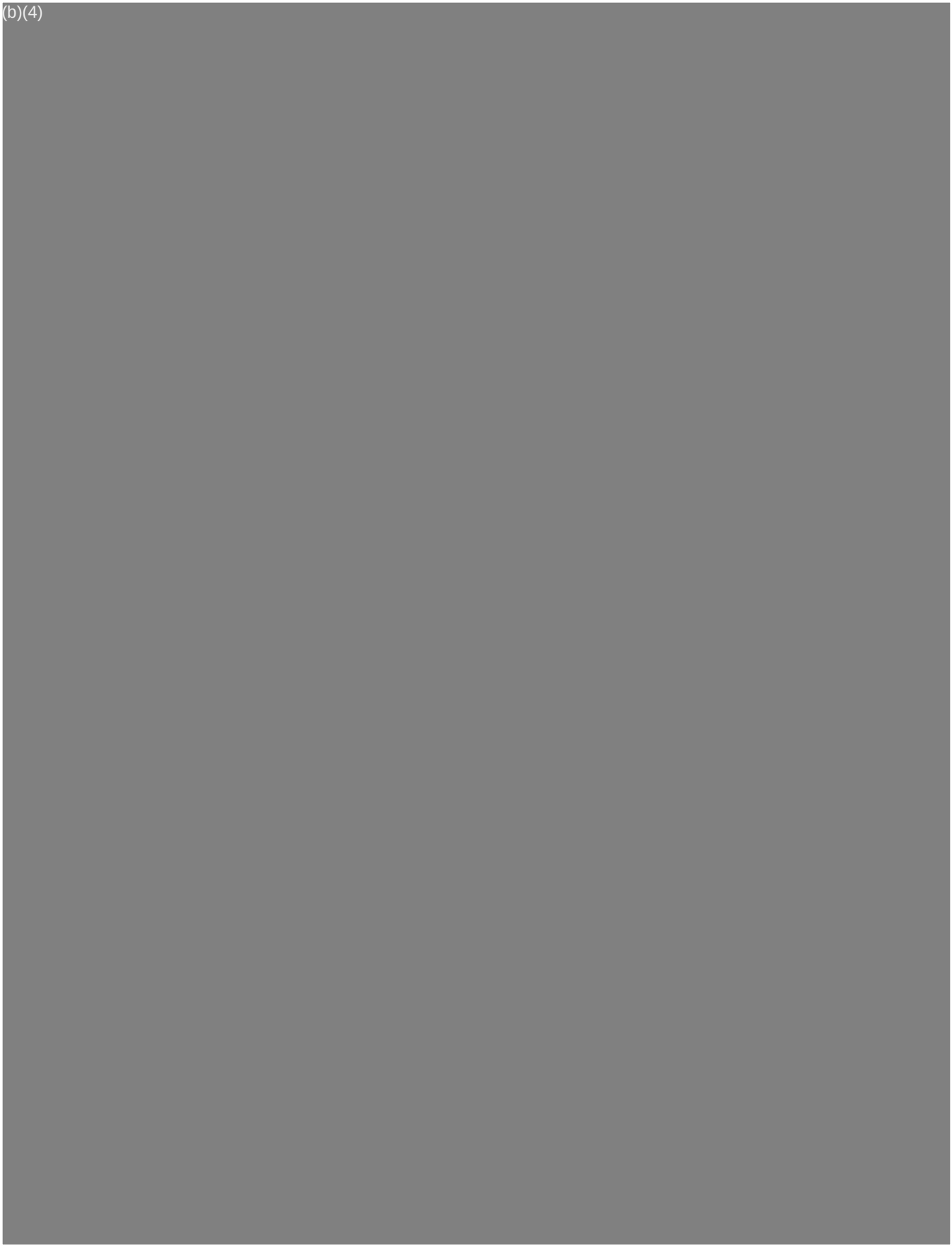
None.

(End of Clause)

[END OF SECTION]

ATTACHMENT J-9 (Off-Site Rates)

(b)(4)



ATTACHMENT J-12
DOD FORM DD 254 CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRE: TOP SECRET
b. LEVEL OF SAFEGUARDING REQUIRED: NONE

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

	a. PRIME CONTRACT NUMBER: NNM05AB50C	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER	Due Date *(YYMMDD)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

	a. **ORIGINAL** *(Complete date in all cases)*		Date *(YYMMDD)*: 09/22/2005
	b. **REVISED** *(Supersedes all previous specs)*	Revision No.: 1	Date *(YYMMDD)*: 11/02/05
	c. **FINAL** *(Complete Item 5 in all cases)*		Date *(YYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? [X] **YES** [ ] NO. If Yes, complete the following:
Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] **NO.** If Yes, complete the following:
In response to the contractor's request dated _____, retention of the classified material is authorized for the period _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
Sverdrup Technology, Inc. 600 William Northern Blvd Tullahoma, TN 37388	07486	Defense Security Service, SE Region 2300 Lake Park Drive, Suite 250 Smyrna, GA 30080-7606

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
Marshall Space Flight Center Huntsville, AL 35812		DSS Little John Road Redstone Arsenal, AL 35809

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT
Engineering, Science, and Technical Service

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X
b. RESTRICTED DATA		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION		
(1) Sensitive Compartmented Information (SCI)		X
(2) Non-SCI		
f. SPECIAL ACCESS INFORMATION		X
g. NATO INFORMATION		X
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY INFORMATION	X	
k. OTHER *(Specify)*	X	

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. PERFORM SERVICES ONLY		X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
h. REQUIRE A COMSEC ACCOUNT		X
i. HAVE TEMPEST REQUIREMENTS		X
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
l. OTHER *(Specify)*		

DD Form 254, DEC 90 (EG) *Previous editions are obsolete.* (MS Word 4/96)

12. PUBLIC RELEASE Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

[ ] Direct [X] Through *(Specify)*

Media Relations, Marshall Space Flight Center, MSFC, AL 35812

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classifiection guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

Security clearances and classified access is limited to the purpose of procurement stated in Block 9 of this form. Clearances should be held to the minimum necessary to perform this task.

Specific classification guidance will be provided on specific classified tasks.
The safeguarding requirements of MPG 1600.1 shall be followed.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)*

[ ] Yes [X] No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

[ ] Yes [X] No

Except for employees physically assigned to MSFC.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
Owen H. Johnson	Manager, Protective Service	(256) 544-4539

d. ADDRESS *(Include Zip Code)*	e. SIGNATURE
Marshall Space Flight Center AD50/Protective Services MSFC, AL 35812	*"Original Signed by Owen H. Johnson"*

17. REQUIRED DISTRIBUTION

X	a. CONTRACTOR
	b. SUBCONTRACTOR
X	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
X	e. ADMINISTRATIVE CONTRACTING OFFICER
	f. OTHERS AS NECESSARY

DD Form 254 Page Two, Dec 90 (EG) (MS Word 4/96)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
16	August 2, 2006	See Pages 2 - 3	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS21-MDP	MSFC Adm: PS21-MDP/Kimberly S. Carson 256-544-0609 Kimberly.S.Daniels@nasa.gov	PS21-MDP

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Sverdrup Technology, Inc. 600 William Northern Blvd Tullahoma, TN 37388 c/o Sverdrup Technology, Inc. MSFC Group 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
		10B. DATED *(SEE ITEM 13)* 09/28/2005

CODE CAGE : 07486 VENDOR CODE 100028

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 Pages 2

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

(✓)	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.
X	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:
	D. OTHER *(Specify type of modification and authority)*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$0	$0	$531,965	$24,574,320	$77,827,558
This Mod	0	0	0	0	0	0	0	0	0	$7,319,786
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$0	$0	$531,965	$24,574,320	$85,147,344

See Pages 4-5 for Description

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)*	
		Marty B. Hanson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/ Original Signed by Marty B. Hanson	08/02/2006
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200162168	136905.08.05.08.01.08	62JP30	ESAX22006D	$2,054,689
	136905.08.05.01.08	62JP30	ESAX22006D	$91,124
	136905.08.05.11.01.01.08	62JP30	ESAX22006D	$118,206
	136905.08.05.02.01.08	62JP30	ESAX22006D	$242,142
	136905.02.99.01.08	62EM01	ESAX22006D	$150,000
	136905.08.05.12.02.08	62EM30	ESAX22006D	$60,000
	136905.08.05.12.02.08	62EM20	ESAX22006D	$92,000
	136905.02.02.08	62JP10	ESAX22006D	$1,303
	069256.03.09.01.01	62VP33	ESAX22006D	$83,000
	136905.02.05.08	62EO10	ESAX22006D	$113,500
	136905.02.01.08	62EV61	ESAX22006D	$40,260
	136905.02.06.08	62JP10	ESAX22006D	$25,765
	136905.02.05.08	62JP10	ESAX22006D	$171,123
	136905.02.04.08	62JP10	ESAX22006D	$60,085
	62-617-52-01	62JP10	EXCX22005D	$403,410
	136905.08.05.12.02.08	62EM10	ESAX22006D	$8,000
	136905.08.05.05.01.08	62ER23	ESAX22006D	$138,862
	136905.08.05.04.01.08	62ER21	ESAX22006D	$350,000
	321878.04.10.01.01	62NP60	ESAX22006D	$48,000
	136905.08.01.02.01	62ER43	ESAX22006D	$20,900
	136905.08.01.04	62EV62	ESAX22006D	$69,502
	136905.08.01.04	62EV61	ESAX22006D	$76,145
	136905.08.01.04	62ER22	ESAX22006D	$223,784
	136905.08.05.05.01.08	62ER33	ESAX22006D	$244,000
	136905.08.05.06.01.08	62ER41	ESAX22006D	$23,000
	136905.08.05.05.01.08	62ER34	ESAX22006D	$35,000
	136905.08.05.06.01.08	62ER34	ESAX22006D	$40,000
	136905.08.05.06.01.08	62ER33	ESAX22006D	$1,427,000
	136905.08.05.04.04.08	62ER33	ESAX22006D	$39,000
	136905.08.05.04.03.08	62ER33	ESAX22006D	$126,493
	136905.08.05.04.02.08	62ER33	ESAX22006D	$126,493
4200167301	644423.06.02.14.08	62VP31	ESAX22006D	$20,000
	278083.01.01.03	62VP40	ESAX22006D	$60,000
	321878.04.03.01.08.01	62VP30	ESAX22006D	$70,000
	604746.02.06.05.08	62EI01	ESAX22006D	$35,000
4200169323	931164.08.04	62ED03	ESAX22006D	$400,000
4200169576	953033.01.08.06.13	62VP62	ESAX22006D	$32,000
			TOTAL	$7,319,786

Description of Modification

1. This modification provides incremental funding which continues funding coverage through September 29, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 15) and replacing it with the attached page B-4 (MOD 16). Revisions on the attached page are noted by a vertical line in the right margin.

   Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $7,319,786 from $72,827,558 to $85,147,344. Clause B.4 shown in Mod 15 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 16), is substituted in lieu thereof.

2. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.

3. All other terms and conditions remain unchanged.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $81,805,446. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 29, 2006.

(b) An additional amount of $3,341,898 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$74,772,380	$7,033,066	$81,805,446
Prov. Performance Fee:	$1,833,107	$172,032	$2,005,139
Prov. Award Fee:	$690,106	$114,688	$804,794
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$531,965	$ 0	$531,965
Total Sum Allotted:	$77,827,558	$7,319,786	$85,147,344

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
17	August 23, 2006	See Pages 2 - 5	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Pages 2 - 5

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

(✓)	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: Limitations of Funds Clause 52.232-22
	D. OTHER *(Specify type of modification and authority))*

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$0	$0	$531,965	$24,574,320	$ 85,147,344
This Mod	0	0	0	0	0	0	0	0	0	$ 18,361,618
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$831,195	$0	$0	$531,965	$24,574,320	$103,508,962

See Page 2 for Description

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)*
	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/ Original Signed by Sherry K. Davidson	08/23/2006
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Description of Modification

1. This modification provides incremental funding which continues funding coverage through September 29, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 15) and replacing it with the attached page B-4 (MOD 16). Revisions on the attached page are noted by a vertical line in the right margin.

   Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $18,361,618 from $85,147,344 to $103,508,962. Clause B.4 shown in Mod 16 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 17), is substituted in lieu thereof.

2. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.

3. All other terms and conditions remain unchanged.

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200140331	62-101-15-53	62SY10	ESAX22005D	-$32,749
4200147218	62-973-15-03	62ER11	ESAX22005D	-$60,034
4200152371	992858.04.08.01	62CS40	EXCX22006D	-$19,826
4200169530	825080.04.06.01.07	62EI62	ESAX22006D	$264,345
	825080.04.06.01.11	62EI32	ESAX22006D	$100,000
	825080.04.06.01.03	62EI24	ESAX22006D	$50,000
	825080.04.06.01.07	62EI24	ESAX22006D	$10,000
	825080.04.06.01.04	62EI13	ESAX22006D	$75,000
	825080.04.06.01.04	62EI11	ESAX22006D	$100,000
	378710.05.02	62EI51	ESAX22006D	$1,524
	524238.08.01.01.03	62EI24	EXCX22006D	$20,000
	401769.06.01.01.08	62EI13	EXCX22006D	$8,288
	401769.06.03.03.02.07	62EI13	EXCX22006D	$10,000
	401769.06.01.01.08	62EI12	EXCX22006D	$2,000
	401769.06.03.03.02.07	62EI11	EXCX22006D	$8,000
	400147.04.01.01.08.06	62EI11	ESAX22006D	$14,000
	197009.10.01.01.05	62EI21	EXCX22006D	$35,900
	522632.08.01.01	62EI24	EXCX22006D	$15,000
	278083.02.01.03	62EI62	ESAX22006D	$6,419
	953033.01.08.06.21	62EI22	EXCX22006D	$8,000
	931164.08.04	62EI22	EXCX22006D	$40,000
	62-617-47-10	62EI13	EXCX22005D	$23,200
	197009.10.01.01.05	62EI24	EXCX22006D	$55,000
	825080.04.06.01.05	62EI11	ESAX22006D	$125,000

	825080.04.06.01.02	62EI11	ESAX22006D	$200,000
	825080.04.06.01.10	62EI31	ESAX22006D	$19,000
	524238.08.01.01.03	62EI21	EXCX22006D	$53,200
	931164.08.04	62EI42	EXCX22006D	$7,711
	939904.01.08.02	62EI42	EXCX22006D	$42,289
4200169608	136905.02.04.08	62EV12	ESAX22006D	$215,120
	136905.02.05.08	62EV12	ESAX22006D	$5,500
	136905.02.04.08	62EV33	ESAX22006D	$39,342
	136905.02.01.08	62EV61	ESAX22006D	$308,480
	136905.02.02.08	62EV62	ESAX22006D	$68,468
	136905.08.05.01.08	62JP30	ESAX22006D	$135,565
	136905.02.05.08	62EV63	ESAX22006D	$38,563
	136905.02.04.08	62EV11	ESAX22006D	$25,700
	136905.02.05.08	62EV11	ESAX22006D	$2,100
	136905.02.01.08	62EV11	ESAX22006D	$8,200
	136905.02.04.08	62ER42	ESAX22006D	$16,000
	136905.08.04.01.08.05	62ER21	ESAX22006D	$39,000
	136905.08.04.01.08.02	62ER41	ESAX22006D	$12,000
	136905.08.04.01.08.01	62JP50	ESAX22006D	$80,085
	136905.08.04.01.08.02	62EV61	ESAX22006D	$71,864
	206518.02.99.01.08.05	62EM30	ESAX22006D	$500,000
	136905.02.99.02.08.02	62EM10	ESAX22006D	$150,000
	136905.08.03.01.08	62EV62	ESAX22006D	$93,364
	136905.08.04.01.08.02	62EV62	ESAX22006D	$55,000
	136905.08.04.01.08.02	62ER21	ESAX22006D	$127,500
	136905.08.04.01.08.04	62ER21	ESAX22006D	$39,000
	136905.08.04.01.08.08	62ER41	ESAX22006D	$72,977
	136905.08.04.01.08.08	62ER42	ESAX22006D	$72,736
	136905.08.05.11.01.02.08	62EI11	ESAX22006D	$50,000
	136905.08.05.11.01.02.08	62EI24	ESAX22006D	$50,000
	136905.08.05.08.01.08	62EI24	ESAX22006D	$40,000
	136905.08.01.02.01	62JP20	ESAX22006D	$85,371
	136905.08.01.04	62ER22	ESAX22006D	$370,000
	136905.08.01.04	62EV11	ESAX22006D	$31,150
	321878.04.10.01.01	62JP40	ESAX22006D	$3,500
	136905.08.04.01.08.05	62ER41	ESAX22006D	$42,500
	136905.08.05.08.01.08	62EI42	ESAX22006D	$90,000
	136905.08.05.02.02.08	62EV61	ESAX22006D	$4,176
	136905.08.05.02.01.08	62EV61	ESAX22006D	$6,496
	136905.08.05.04.01.08	62ER21	ESAX22006D	$50,000
	136905.08.05.05.01.08	62ER23	ESAX22006D	$82,606
	136905.08.05.12.01.08	62EM50	ESAX22006D	$6,000
	136905.08.05.09.02.08	62EI32	ESAX22006D	$28,500
	136905.08.05.02.01.08	62EV11	ESAX22006D	$613,091

	136905.08.05.08.11.08	62EV23	ESAX22006D	$50,000
	136905.08.05.03.01.01.08	62EV31	ESAX22006D	$92,660
	136905.08.05.02.04.08	62EV61	ESAX22006D	$2,983
4200169656	843515.02.01.08.05.03.03	62EM20	EXCX22006D	$8,000
	441261.04.05.01.08.01	62EM40	ESAX22006D	$6,000
	197009.10.02.01.04	62EM40	EXCX22006D	$112,000
	953033.04.08.01	62EM30	ESAX22006D	$10,000
	524238.08.01.01.03	62MP31	EXCX22006D	$50,000
	62-110-89-13	62EM50	ESAX22005D	$675
	850661.04.02.08	62VP31	ESAX22006D	$10,000
	281025.02.06.02	62EM40	ESAX22006D	$14,455
	516572.04.06.01.01	62EM40	ESAX22006D	$3,500
	953033.01.08.06.15	62EM40	ESAX22006D	$14,000
	197009.10.02.01.04	62EM20	EXCX22006D	$3,300
	825080.04.06.07	62EM30	ESAX22006D	$40,000
	441261.04.10.01.02	62EM40	ESAX22006D	$109,000
	524238.08.01.01.03	62EM20	EXCX22006D	$80,000
	62R-251-96-051G-01	62EM10	EXCX22005R	$10,667
4200170002	953033.01.08.06.05	62VP62	ESAX22006D	$1,000
	953033.01.08.06.10	62VP62	ESAX22006D	$935
	62-432-03-07	62VP62	ESAX22005D	$772
	6251-459-20-10	62VP62	ESAX22005D	$4,736
	6251-370-08-49	62VP62	ESAX22005D	$4,517
	791926.02.03.01.05	62VP62	ESAX22006D	$5,000
4200170104	136905.10.10.80.50.40	62JP02	ESAX22006D	$9,229,703
4200170190	931164.08.04	62ED03	ESAX22006D	$138,478
4200170608	825080.04.06.01.02	62ET30	ESAX22006D	$37,938
	524238.08.02.01.03	62ET30	EXCX22006D	$15,157
	401769.06.01.01.05	62ET30	EXCX22006D	$7,978
4200171398	197009.10.01.01.12	62ER33	EXCX22006D	$20,000
	197009.10.02.01.02	62ER43	EXCX22006D	$131,741
	522632.08.01.01	62ER43	EXCX22006D	$86,872
	136905.02.99.05.08.03	62ER42	ESAX22006D	$21,000
	136905.02.99.05.08.02	62ER33	ESAX22006D	$28,000
	522094.08.01.01.03.01	62ER21	EXCX22006D	$30,000
	136905.10.10.80.40.20	62ER23	ESAX22006D	$7,570
	62-612-01-92-06	62ER32	EXCX22005D	$30,095
	069256.02.99.08.08	62ER32	ESAX22006D	$36,000
	62-982-10-10	62ER24	ESAX22005D	$72,000
	136905.02.99.05.08.03	62ER41	ESAX22006D	$42,000

	136905.02.99.05.08.04	62ER41	ESAX22006D	$49,000
	136905.02.99.05.08.03	62ER43	ESAX22006D	$21,000
4200171537	939904.06.08.01	62EV13	EXCX22006D	$53,200
	197009.10.01.01.04	62EV13	EXCX22006D	$15,000
	197009.10.01.01.03	62EV13	EXCX22006D	$23,600
	197009.10.01.01.06	62EV12	EXCX22006D	$1,600
	524238.08.01.01.03	62EV12	EXCX22006D	$600
	136905.08.05.11.01.01.08	62EV12	ESAX22006D	$45,520
	401769.06.01.01.08	62EV63	EXCX22006D	$4,960
	825080.04.06.01.07	62EV63	ESAX22006D	$4,630
	825080.04.06.01.07	62EV12	ESAX22006D	$57,025
	197009.10.01.01.11	62EV31	EXCX22006D	$80,000
	524238.08.01.01.03	62EV31	EXCX22006D	$60,000
	197009.10.01.01.10	62EV31	EXCX22006D	$290,100
	197009.10.02.01.06	62EV31	EXCX22006D	$48,122
	604746.02.06.06.08	62EV13	ESAX22006D	$44,000
	397424.07.02.01.04	62EV13	ESAX22006D	$80,000
	522632.08.01.01	62ET40	EXCX22006D	$198,536
	604746.01.01.01.08	62EV62	ESAX22006D	$3,400
	604746.01.01.02.15.08	62EV62	ESAX22006D	$33,228
	931164.08.04	62EV61	ESAX22006D	$26,814
	931164.08.04	62EV61	EXCX22006D	$48,186
	604746.01.01.02.15.08	62EV61	ESAX22006D	$321,141
4200172400	604746.01.98.08	62VP11	ESAX22006D	$25,000
	206518.02.99.01.08.02	62VP11	ESAX22006D	$50,000
	953033.03.08.02	62ED03	ESAX22006D	$198,700
	953033.04.08.01	62ED03	ESAX22006D	$704,900
	197009.10.02.01.04	62QD40	EXCX22006D	$800
	939904.01.08.04	62QD40	EXCX22006D	$2,000
	033801.08.01	62VP62	ESAX22006D	$499
	62-839-88-04	62VP63	ESAX22005D	$25,000
	197009.10.02.01.01	62VP63	EXCX22006D	$17,400
	953033.01.08.06.23	62VP60	ESAX22006D	$19,594
	6251-782-06-13	62VP63	ESAX22005D	$141,354
	62-785-40-15	62VP63	ESAX22005D	$1,892
	62-782-04-01	62VP63	ESAX22005D	$3,342
	197009.10.01.01.06	62VP63	EXCX22006D	$50,000
	62-406-06-01-04	62VP63	ESAX22005D	$1,094
	62R-785-90-0584-01	62VP63	ESAX22005R	$1,285
	904518.03.08.0685.01	62VP63	ESAX22006R	$23,989
	62R-785-90-0585-01	62VP63	ESAX22005R	$5,154
4200172506	953033.03.08.02	62GAINVIEC	ESAX22006D	$100,000
			TOTAL	$18,361,618

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $99,447,830. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 29, 2006.

(b) An additional amount of $4,061,132 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$81,805,446	$17,642,384	$99,447,830
Prov. Performance Fee:	$2,005,139	$431,540	$2,436,679
Prov. Award Fee:	$804,794	$287,694	$1,092,488
Earned Performance Fee:	$0	$ 0	$0
Earned Award Fee:	$531,965	$ 0	$531,965
Total Sum Allotted:	$85,147,344	$18,361,618	$103,508,962

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
18	August 29, 2006	See Page 2	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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: Limitations of Funds Clause 52.232-22 & FAR 43.103(a)(3), Mutual Agreement
	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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$ 831,195	$0	$0	$531,965	$24,574,320	$103,508,962
This Mod	0	0	0	0	($831,195)	$ 778,175	0	0	($53,020)	$ (103,122)
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778,175	$0	$531,965	$24,521.300	$103,405,840

See Page 2 for Description

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)*
James M. Shelton Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Original Signed by James M. Shelton *(Signature of person authorized to sign)*	08/29/2006	BY */s/ Original Signed by Sherry K. Davidson* *(Signature of Contracting Officer)*	08/29/2006

Description of Modification

1. The purpose of this modification is to revise clause B.2 **ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE** by providing performance fee for the period of October 15, 2005 through March 31, 2006 and to revise Clause B.4 **CONTRACT FUNDING** by de-obligating funding pursuant to FAR 52.232-22 Limitations of Funds Clause & FAR 43.103(a)(3), Mutual Agreement. The foregoing action is implemented by the inclusion of the following changes.

   (a) Clause B.2, ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE shown in Mod 15 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2 (Mod 18), is substituted in lieu thereof.

   (b) Clause B.4 CONTRACT FUNDING, funding is hereby decreased in the amount of $103,508,962 from ($103,122) to $103,405,840. Clause B.4 shown in Mod 17 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 18), is substituted in lieu thereof.

2. The performance fee was processed in this modification for the contractor's evaluation period 1 dated October 15, 2005 – March 31, 2006. Of the total performance fee available, $831,195 was applicable to this evaluation period. Based on the contractor's evaluation score of 93.62%, the contractor earned a performance fee of $778,175 with $53,020 in unearned performance fee. The total contract value decreased in the amount of $53,020 from $24,574,320 to $24,521,300.

3. The contract de-obligation was per Gloria Carr's requests dated August 24 & 25, 2006. The de-obligation also removes performance fee of $2,424 and award fee of $1,616 from the contract.

4. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.

5. All other terms and conditions remain unchanged.

Purchase Request No./Accounting & Appropriation Data

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200171398	522632.08.01.01	62ER43	EXCX22006D	-$55,000
4200171537	197009.10.02.01.06	62EV31	EXCX22006D	-$48,122
			TOTAL	-$103,122

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential performance fee is **$ See Below*** . The maximum potential award fee is **$ See Below*** . Total estimated cost, maximum potential performance fee, and maximum potential award fee are **$ See Below*** .

In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract Period Covered	*** Total Estimated Cost	Maximum Potential Performance Fee (60%)	Total Performance Fee Earned	Maximum Potential Award Fee (40%)	Total Award Fee Earned	**Total Task Order Value**
Base Year**						
10/15/2006 – 03/31/2006	$23,211,160	$0	$778,175	$0	$531,965	**$24,521,300**
04/01/2006 – 09/29/2006						
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS	$23,211,160	$0	$778,175	$0	$531,965	**$24,521,300**

** = 6 month evaluation periods
*** = Includes cost associated with PWS 1.1.
**** = 12 month evaluation periods

(End of clause)

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $99,348,748. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 29, 2006.

(b) An additional amount of $4,057,092 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$99,447,830	($99,082)	$99,348,748
Prov. Performance Fee:	$2,436,679	($780,599)	$1,656,080
Prov. Award Fee:	$1,092,488	($1,616)	$1,090,872
Earned Performance Fee:	$0	$ 778,175	$778,175
Earned Award Fee:	$531,965	$ 0	$531,965
Total Sum Allotted:	$103,508,962	($103,122)	$103,405,840

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
19	09/20/2006	N/A	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Daniels@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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)*

N/A

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

(✓)	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)* Unilateral Modification/FAR 52.217-9, Option to Extend the Term of the Contract, and FAR 52.232-22, Limitation of Funds

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778.175	$0	$531,965	$24,521,300	$103,405,840
This Mod	0	0	0	0	0	0	0	0	0	0
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778,175	$0	$531,965	$24,521.300	$103,405,840

See Page 2 for Description

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)* Kim E. Whitson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/ Original Signed by Kim E. Whitson	16C. DATE SIGNED 09/20/2006
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Description of Modification

1. The purpose of this modification is to exercise Option 1. The period of performance for Option 1 is September 30, 2006 through September 28, 2007. The Contractor shall perform the work called for under Attachment J-1, Performance Work Statement, during the period of performance of this option. Accordingly, the period of performance for this contract is hereby extended from September 29, 2006 through September 28, 2007.

2. The minimum and maximum estimated cost quantities for Option 1 are $10,000,000 and $100,000,000, respectively. The minimum and maximum potential performance fees for Option for are $510,000 and $5,100,000, respectively. The minimum and maximum potential award fees for this option are $340,000 and $3,400,000, respectively. Accordingly, the minimum and maximum quantities for estimated cost, potential performance fee, and potential award fees for the overall contract are hereby increased as set forth below:

		Minimum Quantity			Maximum Quantity		
Contract Periods		Estimated Cost	Potential Performance Fee	Potential Award Fee	Estimated Cost	Potential Performance Fee	Potential Award Fee
Base Period	Year 1	$10,000,000	$510,000	$340,000	$100,000,000	$5,100,000	$3,400,000
Option 1	Year 2	$10,000,000	$510,000	$340,000	$100,000,000	$5,100,000	$3,400,000
Overall	Contract	$20,000,000	$1,020,000	$680,000	$200,000,000	$10,200,000	$6,800,000

The contract value will be adjusted in subsequent modifications as Task Directives are executed.

3. In addition, this modification revises Clause B.4, Contract Funding, to extend the funding coverage date to March 14, 2007, pursuant to the contractor's letter dated September 7, 2006. In order to implement this change, Clause B.4, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 19), is substituted in lieu thereof.

4. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B, CONTRACT FUNDING	B-4 (Mod 19)	B-4 (Mod 18)

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

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $99,348,748. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through March 14, 2007.

(b) An additional amount of $4,057,092 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$99,348,748	$ 0	$99,348,748
Prov. Performance Fee:	$1,656,080	$ 0	$1,656,080
Prov. Award Fee:	$1,090,872	$ 0	$1,090,872
Earned Performance Fee:	$778,175	$ 0	$778,175
Earned Award Fee:	$531,965	$ 0	$531,965
Total Sum Allotted:	$103,405,840	$ 0	$103,405,840

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
20	09/27/2006	See Page 3 - 6	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 3 - 6

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

(✓)	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)* Unilateral Modification/FAR 52.217-9, FAR 43.103(b) Administrative Changes, FAR 52.232-22, Limitation of Funds and FAR 52.222-41, Service Contract Act

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778,175	$0	$531,965	$24,521,300	$103,405,840
This Mod	0	0	0	0	0	0	0	0	0	11,333,572
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778,175	$0	$531,965	$24,521.300	$114,739,412

See Page 2 for Description

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)*
	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /x/ Original Signed by Sherry K. Davidson	09/27/2006
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Description of Modification

1. The purpose of this modification is to provide incremental funding through the anticipated date of June 2, 2007, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 19) and replacing it with the attached page B-4 (MOD 20). Revisions on the attached page are noted by a vertical line in the right margin.

   Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $11,333,572 from $103,405,840 to $114,739,412. Clause B.4 shown in Mod 19 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 20), is substituted in lieu thereof.

2. Revise Attachment J-9 and J-9 (OT Rates) Period of Performance to correspond with the contract's current Period of Performance revised in Mod 15, pursuant to FAR Clause 43.103(b). Therefore, Attachment J-9 and J-9 (OT Rates), SCHEDULE OF FULLY BURDENED/COMPOSITE NOT-TO-EXCEED (NTE) LABOR RATES ($/Hr) FOR PRIME CONTRACTOR/TEAMMATES shown in the Basic contract are hereby deleted in its entirety and the revised Attachment J-9 and J-9 (OT Rates), shown on the enclosed replacement pages J-9-1 and J-9-2 (Mod 20), is substituted in lieu thereof.

3. Update Attachment J-17, Wage Determination, pursuant to FAR Clause 52.222-41, Service Contract Act, incorporating Wage Determination 2005-2007 (Revision 1) into the contract following the exercise of Option 1 (Mod 19). Therefore, Attachment 17, WAGE DETERMINATION, shown in the Basic contract is hereby deleted in its entirety and the revised Attachment 17, shown on the enclosed replacement pages J-17-1 – J-17-9 (MOD 20), is substituted in lieu thereof.

4. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B, CONTRACT FUNDING	B-4 (Mod 20)	B-4 (Mod 19)
J-9, RATES	J-9-1 (Mod 20)	J-9-1 (BASIC)
J-9, RATES (OT)	J-9-2 (Mod 20)	J-9-2 (BASIC)
J-17, WAGE DETERMINATION	J-17-1 – J-17-10 (Mod 20)	J-17-1 – J-17-9 (BASIC)

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200172993	136905.02.99.01.08	62EM01	ESAX22006D	$160,000
4200173417	401769.06.03.03.02.07	62VP34	EXCX22006D	$27,015
	401769.06.03.07.02.03	62EI02	EXCX22006D	$71,150
4200173425	62R-379-04-0577-01	62EM30	EXCX22005R	$1,225
	820098.01.08.0649.01	62EM01	EXCX22006R	$50,000
	820098.01.08.0679.01	62EM40	EXCX22006R	$4,231
	62R-379-04-0534-01	62EM40	EXCX22005R	$40
	62R-251-96-051G-01	62EM10	EXCX22005R	$195
	820098.01.08.0692.01	62EM50	EXCX22006R	$13,420
	820098.01.08.0657.01	62EM30	EXCX22006R	$40,000
	62R-379-04-0542-01	62EM30	EXCX22005R	$18,493
	820098.01.08.0677.01	62EM30	EXCX22006R	$18,445
	62R-379-04-0538-01	62EM30	EXCX22005R	$22,626
	522094.08.01.01.03.01	62EM40	EXCX22006D	$7,000
	953033.01.08.06.15	62EM40	ESAX22006D	$4,700
	843515.02.01.08.05.08.03	62EM40	EXCX22006D	$32,000
	931164.08.01	62EM01	ESAX22006D	$300,000
	441261.04.05.01.08.01	62EM40	ESAX22006D	$13,461
	321878.04.08.04.03.03.08	62EM40	ESAX22006D	$15,283
	197009.10.02.01.04	62EM40	EXCX22006D	$46,400
	441261.04.10.01.02	62EM40	ESAX22006D	$82,000
	953033.01.08.06.16	62EM40	ESAX22006D	$18,730
	953033.04.08.01	62EM20	ESAX22006D	$575,000
	524238.08.01.01.03	62EM10	EXCX22006D	$10,000
	62-376-10-15	62EM40	EXCX22005D	$471
	953033.04.08.01	62ED01	ESAX22006D	$2,200,000
	850661.04.02.08	62VP31	ESAX22006D	$40,000
	346620.04.02.01.04	62EM30	ESAX22006D	$26,080
	62-612-20-08-11	62EM40	EXCX22005D	$674
		62EM01POOL	ESAX22005D	$933
4200174086	850661.04.02.08	62VP31	ESAX22006D	$121,770
	825080.05.06.01	62VP35	ESAX22006D	$5,000
	644423.06.02.14.08	62VP33	ESAX22006D	$165,000
4200174120	578804.01.08.02	62VP33	ESAX22006D	$135,000
4200174395	62-131-50-20	62VP34	ESAX22005D	$7,813
	401769.06.03.03.02.07	62VP34	EXCX22006D	$2,522
4200174508	522094.08.01.01.03.01	62ER31	EXCX22006D	$69,810
	953033.01.08.06.19	62ER33	ESAX22006D	$5,000

	136905.10.10.80.40.20	62ER41	ESAX22006D	$20,000
	136905.02.99.02.08.10	62ER32	ESAX22006D	$40,000
	644423.06.02.14.08	62ER22	ESAX22006D	$85,000
	136905.08.04.02.08.09	62ER32	ESAX22006D	$52,308
	321878.04.08.04.04.03.08	62ER33	ESAX22006D	$24,000
	136905.02.99.02.08.10	62ER24	ESAX22006D	$95,600
	522094.08.01.01.03.01	62ER41	EXCX22006D	$40,000
	136905.02.99.05.08.02	62ER34	ESAX22006D	$15,000
	136905.02.99.05.08.03	62ER34	ESAX22006D	$15,000
	321878.04.03.01.08.03	62ER32	ESAX22006D	$28,400
	136905.02.99.05.08.04	62ER34	ESAX22006D	$15,000
	197009.10.01.01.12	62ER33	EXCX22006D	$20,000
	522094.08.01.01.03.01	62ER42	EXCX22006D	$20,000
	197009.10.02.01.02	62ER43	EXCX22006D	$50,890
	136905.10.10.80.40.20	62ER23	ESAX22006D	$475,000
	321878.04.11.01.03	62ER33	ESAX22006D	$4,000
4200174521	524238.08.01.01.03	62MP31	EXCX22006D	$582
4200174618	136905.02.05.08	62EO10	ESAX22006D	$8,888
	931164.08.04	62ER01	ESAX22006D	$72,994
	953033.04.08.01	62ED02	ESAX22006D	$496,000
	931164.08.04	62ED02	ESAX22006D	$501,668
	931164.08.04	62ED02	ESAX22006D	$426,172
	329231.01.06.08.01	62ED02	ESAX22006D	$127,687
	953033.04.08.01	62VP11	ESAX22006D	$263,000
	281945.02.03.01.02	62VP61	ESAX22006D	$5,000
	578804.01.08.03	62VP11	ESAX22006D	$20,000
	62R-785-90-0584-01	62VP63	ESAX22005R	$6,932
	62R-785-90-0585-01	62VP63	ESAX22005R	$3,087
	820098.01.08.0642.01	62VP11	EXCX22006R	$100,000
		62ED02POOL	ESAX22005D	$2,834
4200175652	136905.08.05.05.01.08	62ER41	ESAX22006D	$35,000
	136905.08.05.06.01.08	62ER42	ESAX22006D	$47,000
	136905.08.05.04.01.08	62ER42	ESAX22006D	$48,363
	136905.08.05.05.01.08	62ER42	ESAX22006D	$12,500
	136905.08.05.04.01.08	62ER43	ESAX22006D	$20,000
	136905.08.05.04.01.08	62ER41	ESAX22006D	$55,000
	136905.08.05.04.02.08	62ER33	ESAX22006D	$130,107
	136905.08.05.04.03.08	62ER33	ESAX22006D	$136,922
	136905.08.05.06.01.08	62ER33	ESAX22006D	$95,000
	136905.08.05.04.01.08	62ER33	ESAX22006D	$137,484
	136905.08.05.05.01.08	62ER34	ESAX22006D	$78,000
	136905.08.05.12.01.08	62EM03	ESAX22006D	$30,000
	136905.02.04.08	62EV11	ESAX22006D	$88,505
	136905.02.04.08	62EV12	ESAX22006D	$3,300
	136905.02.04.08	62EV31	ESAX22006D	$23,719

	136905.02.01.08	62EV11	ESAX22006D	$54,700
	136905.02.01.08	62JP10	ESAX22006D	$158,348
	136905.02.06.08	62EI13	ESAX22006D	$10,000
	136905.08.05.12.02.08	62EM10	ESAX22006D	$58,000
	136905.08.05.12.01.08	62EM40	ESAX22006D	$60,000
	136905.08.05.12.07.08	62EM40	ESAX22006D	$60,000
	136905.02.99.02.08.10	62EM30	ESAX22006D	$40,000
	136905.02.06.08	62EV22	ESAX22006D	$10,000
	321878.04.10.01.01	62NP60	ESAX22006D	$28,000
	136905.08.04.01.08.11	62ER32	ESAX22006D	$38,000
	136905.08.04.01.08.01	62JP50	ESAX22006D	$3,942
	136905.08.04.01.08.02	62EV62	ESAX22006D	$88,406
	136905.02.99.02.08.06	62ER33	ESAX22006D	$122,900
	321878.04.10.01.01	62JP40	ESAX22006D	$21,313
	136905.08.05.02.01.08	62ER23	ESAX22006D	$2,013
	136905.08.03.04.08	62ER32	ESAX22006D	$162
	136905.08.01.02.01	62JP20	ESAX22006D	$123,606
	136905.08.01.04	62EV63	ESAX22006D	$18,104
	136905.08.01.04	62EV62	ESAX22006D	$35,794
	136905.08.04.01.08.08	62ER41	ESAX22006D	$7,119
	136905.08.05.02.01.08	62EV12	ESAX22006D	$43,000
	136905.08.05.11.01.01.08	62EV12	ESAX22006D	$6,000
	136905.08.05.08.01.08	62EV24	ESAX22006D	$37,337
	136905.08.05.05.01.08	62ER23	ESAX22006D	$7,570
	136905.08.05.05.01.08	62ER33	ESAX22006D	$65,000
	136905.08.05.02.01.08	62EV11	ESAX22006D	$181,237
	136905.08.04.01.08.07	62EI42	ESAX22006D	$13,000
	136905.08.04.01.08.05	62ER33	ESAX22006D	$30,000
	62-617-93-01	62NP02	EXCX22005D	$28,918
	136905.01.01.08	62NP02	ESAX22006D	$12,104
	136905.08.05.08.02.08	62EI31	ESAX22006D	$30,000
4200176201	604746.02.06.10.08	62EV12	ESAX22006D	$25,000
	401769.06.03.07.03.03	62EV13	EXCX22006D	$15,000
	604746.01.01.01.08	62EV13	ESAX22006D	$55,000
	931164.08.04	62EM01	EXCX22006D	$33,777
	591158.04.12.01.01	62EV43	ESAX22006D	$186,000
	136905.10.10.10.30	62EV61	ESAX22006D	$34,184
	400147.04.07.01.05	62EV43	ESAX22006D	$47,250
	644423.06.02.14.08	62EV34	ESAX22006D	$9,239
	604746.02.06.06.08	62EV13	ESAX22006D	$27,500
	578804.01.08.02	62EV21	ESAX22006D	$15,000
	931164.08.04	62EV30	ESAX22006D	$20,000
	197009.10.02.01.02	62EV32	EXCX22006D	$13,000
	953033.04.08.01	62EV32	ESAX22006D	$335,000
	604746.01.01.02.15.08	62EV61	ESAX22006D	$255,752
	644423.06.02.14.08	62EV61	ESAX22006D	$6,998
	524238.08.01.01.03	62EV12	EXCX22006D	$2,395

4200176300	591158.04.13.01.04	62VP33	ESAX22006D	$116,000
4200177733	401769.06.03.07.02.03	62EI53	EXCX22006D	$200,000
	378710.05.02	62EI51	ESAX22006D	$96
	604746.02.06.05.08	62EI12	ESAX22006D	$10,566
	524238.08.01.01.03	62EI21	EXCX22006D	$9,524
	522632.08.01.01	62EI21	EXCX22006D	$41,484
	931164.08.04	62EI24	EXCX22006D	$10,000
	931164.08.04	62EI51	EXCX22006D	$8,000
	953033.01.08.06.10	62EI51	ESAX22006D	$181
	651792.04.03.02	62EI51	ESAX22006D	$1,500
	953033.01.08.06.12	62EI22	ESAX22006D	$75,000
	278083.01.01.03	62EI63	ESAX22006D	$11,236
	516572.04.06.01.04	62EI12	ESAX22006D	$40,000
	401769.06.01.01.08	62EI12	EXCX22006D	$4,000
	401769.06.03.03.02.07	62EI13	EXCX22006D	$20,000
	401769.06.03.03.02.07	62EI24	EXCX22006D	$5,000
	401769.06.01.02.03	62EI21	EXCX22006D	$12,000
4200178560	62-379-30-05	62ER23	EXCX22005D	$1,161
	62-379-30-05	62ER24	EXCX22005D	$4,727
			TOTAL	$11,333,572

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

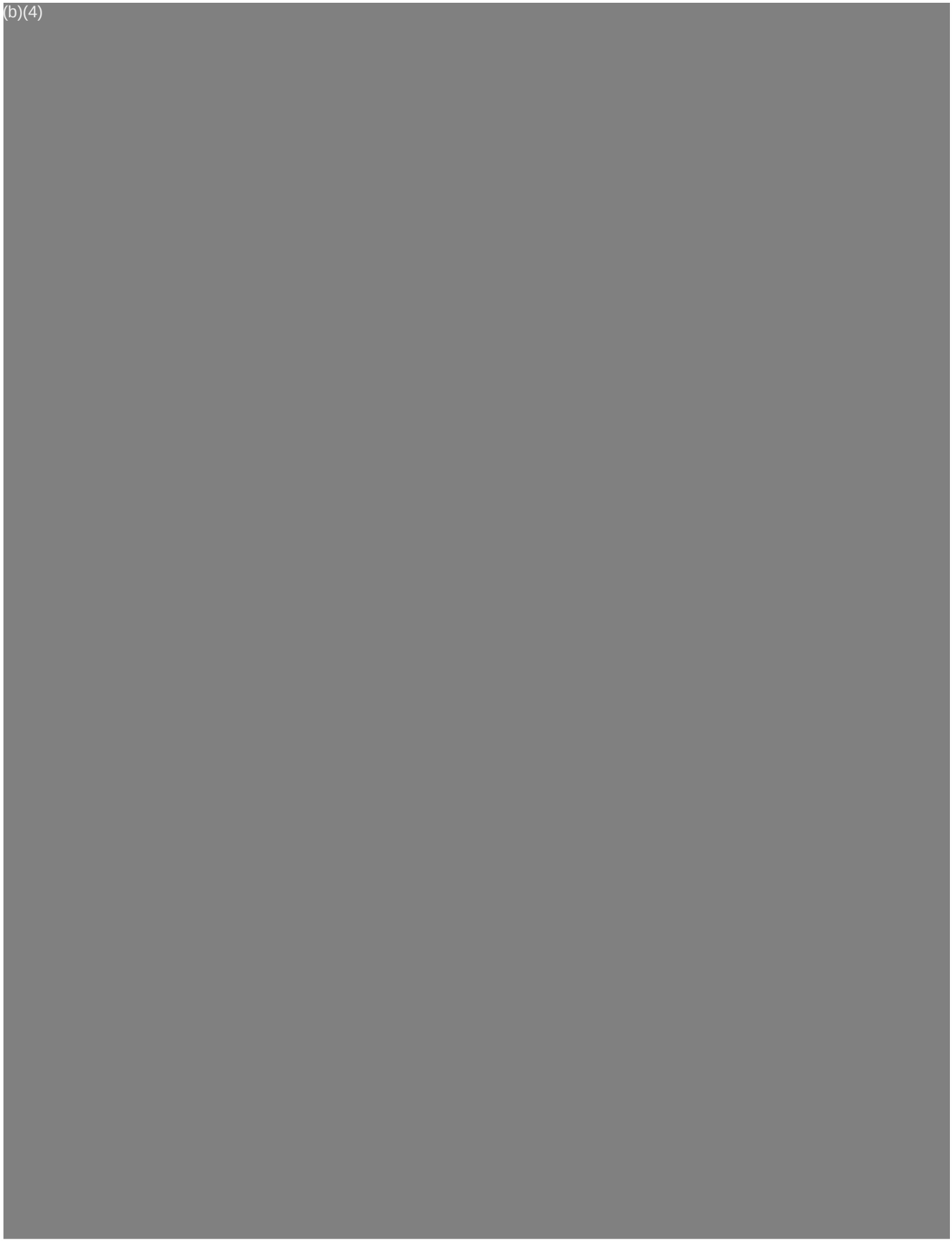
(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $110,238,378. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through June 2, 2007.

(b) An additional amount of $4,501,034 is obligated under this contract for payment of fees.

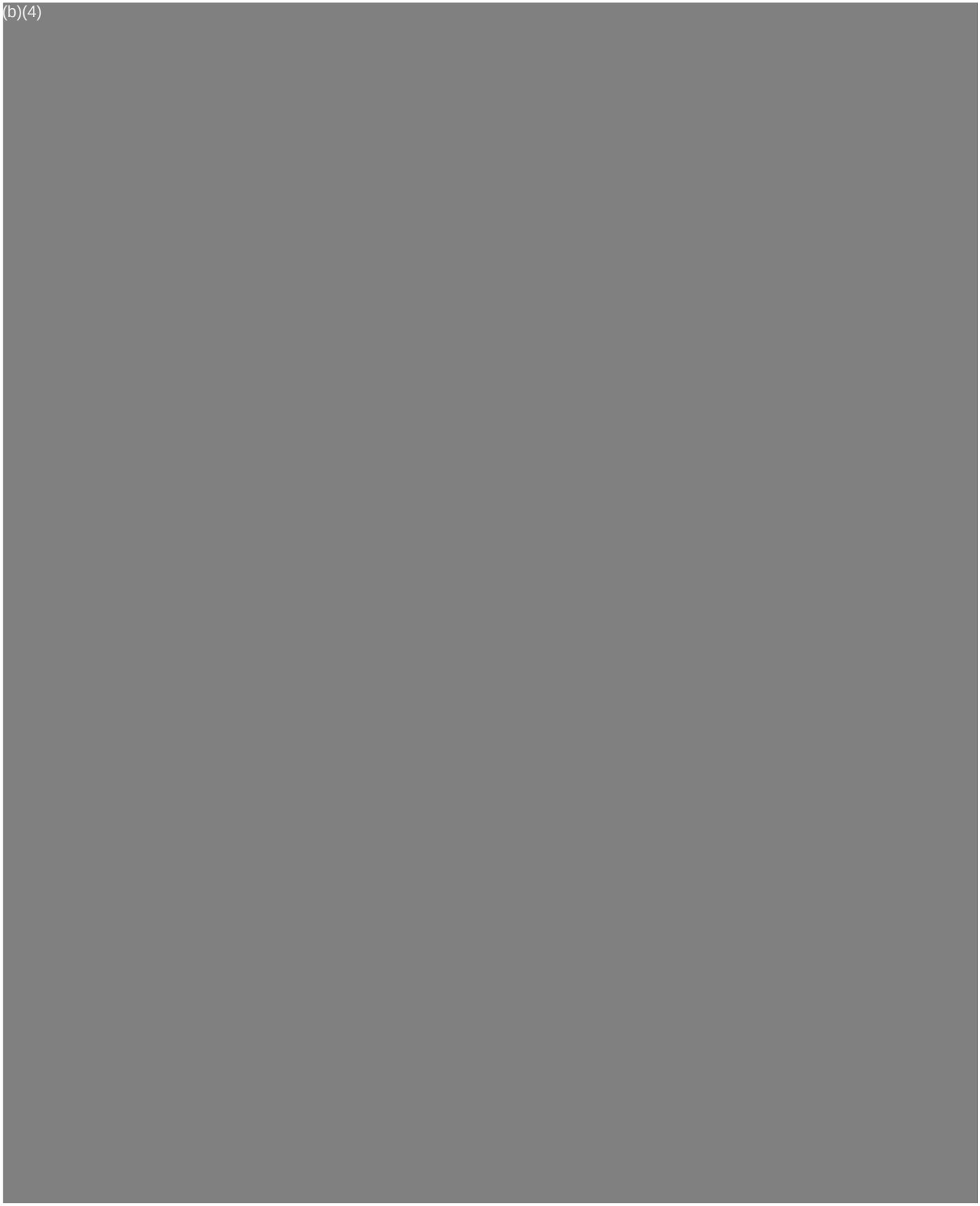
(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	$99,348,748	$ 10,889,630	$110,238,378
Prov. Performance Fee:	$1,656,080	$ 266,365	$1,922,445
Prov. Award Fee:	$1,090,872	$ 177,577	$1,268,449
Earned Performance Fee:	$778,175	$ 0	$778,175
Earned Award Fee:	$531,965	$ 0	$531,965
Total Sum Allotted:	$103,405,840	$ 11,333,572	$114,739,412

(End of Clause)


(b)(4)

ATTACHMENT J-9 (OT Rates)



ATTACHMENT 17

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: 2005-2007 Revision No.: 1 Date Of Last Revision: 09/19/2006

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston

Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	10.78
01052 - Data Entry Operator II	12.84
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.25
01112 - General Clerk II	11.18
01113 - General Clerk III	13.15
01120 - Housing Referral Assistant	17.51
01141 - Messenger Courier	8.95
01191 - Order Clerk I	11.24
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.50
01262 - Personnel Assistant (Employment) II	15.08
01263 - Personnel Assistant (Employment) III	16.33
01270 - Production Control Clerk	18.39
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.43
01531 - Travel Clerk I	9.71
01532 - Travel Clerk II	10.28
01533 - Travel Clerk III	10.96
01611 - Word Processor I	12.34
01612 - Word Processor II	13.77
01613 - Word Processor III	16.31

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	13.32
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.29
11260 - Pruner	8.72
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	8.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.33
12011 - Breath Alcohol Technician	13.57
12012 - Certified Occupational Therapist Assistant	18.49
12015 - Certified Physical Therapist Assistant	18.49
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	18.58
12030 - EKG Technician	20.57
12035 - Electroneurodiagnostic Technologist	20.57
12040 - Emergency Medical Technician	14.33
12071 - Licensed Practical Nurse I	12.46
12072 - Licensed Practical Nurse II	14.00

12073 - Licensed Practical Nurse III	15.68
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.40
12210 - Nuclear Medicine Technologist	29.83
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.87
12223 - Nursing Assistant III	10.76
12224 - Nursing Assistant IV	12.08
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.14
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	12.08
12305 - Radiologic Technologist	20.57
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	24.27
12313 - Registered Nurse II, Specialist	24.27
12314 - Registered Nurse III	29.36
12315 - Registered Nurse III, Anesthetist	29.36
12316 - Registered Nurse IV	35.18
12317 - Scheduler (Drug and Alcohol Testing)	16.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.77
13012 - Exhibits Specialist II	21.76
13013 - Exhibits Specialist III	26.45
13041 - Illustrator I	17.77
13042 - Illustrator II	21.76
13043 - Illustrator III	26.45
13047 - Librarian	22.08
13050 - Library Aide/Clerk	12.82
13054 - Library Information Technology Systems Administrator	21.15
13058 - Library Technician	14.67
13061 - Media Specialist I	14.37
13062 - Media Specialist II	16.07
13063 - Media Specialist III	17.92
13071 - Photographer I	13.58
13072 - Photographer II	15.68
13073 - Photographer III	18.78
13074 - Photographer IV	22.96
13075 - Photographer V	27.87
13110 - Video Teleconference Technician	14.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.39
14042 - Computer Operator II	17.39
14043 - Computer Operator III	18.63
14044 - Computer Operator IV	23.78
14045 - Computer Operator V	26.73
14071 - Computer Programmer I (1)	20.66
14072 - Computer Programmer II (1)	24.76
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62

14150 - Peripheral Equipment Operator	13.39
14160 - Personal Computer Support Technician	23.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.68
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	24.89
15070 - Flight Instructor (Pilot)	33.42
15080 - Graphic Artist	19.60
15090 - Technical Instructor	16.29
15095 - Technical Instructor/Course Developer	20.67
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.37
16030 - Counter Attendant	7.37
16040 - Dry Cleaner	9.26
16070 - Finisher, Flatwork, Machine	7.37
16090 - Presser, Hand	7.37
16110 - Presser, Machine, Drycleaning	7.37
16130 - Presser, Machine, Shirts	7.37
16160 - Presser, Machine, Wearing Apparel, Laundry	7.51
16190 - Sewing Machine Operator	9.78
16220 - Tailor	10.23
16250 - Washer, Machine	7.99
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.38
19040 - Tool And Die Maker	24.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	18.39
21040 - Material Expediter	18.39
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.00
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	10.50
21150 - Stock Clerk	14.24
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.04
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	17.04
23023 - Aircraft Mechanic III	17.71
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76

23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	16.30
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	13.46
23392 - Gunsmith II	14.84
23393 - Gunsmith III	16.27
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation & Air Conditioning Mechanic (Research Fac)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	18.79
23465 - Laboratory/Shelter Mechanic	15.56
23470 - Laborer	10.33
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	18.79
23592 - Metrology Technician II	19.73
23593 - Metrology Technician III	20.72
23640 - Millwright	18.79
23710 - Office Appliance Repairer	18.09
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	7.65
24620 - Family Readiness And Support Services Coordinator	11.71
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86

25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.88
27007 - Baggage Inspector	9.95
27008 - Corrections Officer	14.36
27010 - Court Security Officer	15.75
27030 - Detection Dog Handler	12.55
27040 - Detention Officer	14.36
27070 - Firefighter	15.75
27101 - Guard I	9.95
27102 - Guard II	12.55
27131 - Police Officer I	17.14
27132 - Police Officer II	19.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.93
28042 - Carnival Equipment Repairer	9.38
28043 - Carnival Equipment Worker	7.40
28210 - Gate Attendant/Gate Tender	12.23
28310 - Lifeguard	10.90
28350 - Park Attendant (Aide)	13.68
28510 - Recreation Aide/Health Facility Attendant	9.99
28515 - Recreation Specialist	9.99
28630 - Sports Official	10.90
28690 - Swimming Pool Operator	14.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
30021 - Archeological Technician I	15.69
30022 - Archeological Technician II	17.56
30023 - Archeological Technician III	21.76
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	15.69
30062 - Drafter/CAD Operator II	17.77
30063 - Drafter/CAD Operator III	18.64
30064 - Drafter/CAD Operator IV	22.94
30081 - Engineering Technician I	12.79
30082 - Engineering Technician II	15.89
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	26.34
30085 - Engineering Technician V	30.74
30086 - Engineering Technician VI	37.17
30090 - Environmental Technician	20.17
30210 - Laboratory Technician	18.37
30240 - Mathematical Technician	23.77

30361 - Paralegal/Legal Assistant I	14.87
30362 - Paralegal/Legal Assistant II	18.43
30363 - Paralegal/Legal Assistant III	22.54
30364 - Paralegal/Legal Assistant IV	27.28
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	18.73
30462 - Technical Writer II	22.91
30463 - Technical Writer III	25.38
30491 - Unexploded Ordnance (UXO) Technician I	20.73
30492 - Unexploded Ordnance (UXO) Technician II	25.09
30493 - Unexploded Ordnance (UXO) Technician III	30.07
30494 - Unexploded (UXO) Safety Escort	20.73
30495 - Unexploded (UXO) Sweep Personnel	20.73
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.39
30621 - Weather Observer, Senior (3)	18.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	12.36
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	13.11
31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	13.11
31362 - Truckdriver, Medium	16.16
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	8.82
99050 - Desk Clerk	6.90
99095 - Embalmer	20.73
99251 - Laboratory Animal Caretaker I	8.23
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	20.73
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	10.58
99710 - Recycling Laborer	12.99
99711 - Recycling Specialist	13.44
99730 - Refuse Collector	11.23
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	10.42
99830 - Survey Party Chief	14.67
99831 - Surveying Aide	9.04
99832 - Surveying Technician	12.37
99840 - Vending Machine Attendant	12.42
99841 - Vending Machine Repairer	14.23
99842 - Vending Machine Repairer Helper	12.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.01 per hour or $120.40 per week or $521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such

unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
21	09/29/2006	See Page 3	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 3

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value	Total Funding Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778,175	$0	$531,965	$24,521,300	$114,739,412
This Mod	0	0	0	0	0	0	0	0	0	163,865
New Total	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778,175	$0	$531,965	$24,521.300	$114,903,277

See Page 2 for Description

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)* Sherry K. Davidson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY */s/ Original Signed by Sherry K. Davidson* *(Signature of Contracting Officer)*	09/29/2006

Description of Modification

1. The purpose of this modification is to provide incremental funding through the anticipated date of June 2, 2007, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, CONTRACT FUNDING (1852.232-81) (JUN 1990). This revision is reflected by deleting page B-4 (MOD 20) and replacing it with the attached page B-4 (MOD 21). Revisions on the attached page are noted by a vertical line in the right margin.

Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $163,865 from $114,739,412 to $114,903,277. Clause B.4 shown in Mod 20 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 21), is substituted in lieu thereof.

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200178759	206518.02.99.01.08	62JP02	ESAX22006D	$132,000
4200177733	62-612-50-01	62EI51	EXCX22005D	$31,865
			TOTAL	$163,865

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $114,903,277. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through June 2, 2007.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$114,739,412	$163,865	$114,903,277

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000022	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SVERDRUP TECHNOLOGY INC
Attn: James Shelton
600 WILLIAM NORTHERN BLVD
TULLAHOMA TN 37388-4729

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 11)*
09/28/2005

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of the Parties and Changes Clause

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.)*
See Page 2

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)*	
		Sherry K Davidson	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/01/2006

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$76,788,840	$4,268,805	$2,845,870	$23,211,160	$0	$ 778,175	$0	$531,965	$24,521,300	$114,903,277
This Mod	58,806,256	3,844,416	2,562,944	41,193,744	1,255,584	0	837,056	0	43,286,384	0
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 778,175	$837,056	$531,965	$67,807,684	$114,903,277

Description of Modification

1. The purpose of this modification is to modify the contract to incorporate the following contract clauses and revised DRD listing pursuant to the Changes clause and Mutual Agreement: update Clause B-2, Estimated Cost, Performance and Award Fee, to provide additional information for the Summation of Task Orders for Base Year, period 2 04/01/2006 – 09/29/2006; revise Clause B.6 Evaluation of Performance Fee to revise the Contractor's performance evaluation for the Option years from every six (6) months to every twelve (12) months. Add clauses H.4 Managing Atlas Environments/Rights to Equitable Adjustment, H.5 Existing Property Owned by Subcontractor/Liability and Risk of Loss, I.4 1852.204-76 Security Requirements for Unclassified Information Technology Resources, November 2004 Deviation, I.12 1852.245-75 Title of Equipment and I.14 52.204-9 Personal Identity Verification of Contractor Personnel (deleting reference clause and incorporating the clause in full text). Replace Attachment J-2, Data Procurement Document dated August 18, 2004 with a revised Attachment J-2 dated November 22, 2006. The revised Attachment J-2 deletes DRD 1061CD-002 (On-Site Employee Location Listing) and replaces it with 1061MA-008 (Badged Employee and Remote IT User Listing); adds DRDs 1061MA-009, (Contractor Employee Clearance Document) and 1061MA-010, (Position Risk Designation for Non-NASA Employees Form); and updates the following Org. Codes (From – To): IS02 – IS10; ED02 – ED03; NP40 – VP51; AD41 – AS41; AD10 – AS10; RS40 – CS40

   a. Clause B.2, ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE shown in Mod 18 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2 (Mod 22), is substituted in lieu thereof.

   b. Clause B.6 EVALUATION OF PERFORMANCE FEE shown in the Basic contract is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-5 (Mod 22), is substituted in lieu thereof.

   c. Clause H.4 MANAGING ATLAS ENVIRONMENTS/RIGHTS TO EQUITABLE ADJUSTMENT an addition to page H-3 (Basic) in the contract, shown in the enclosed replacement pages H-3 (Mod 22), is substituted in lieu thereof

   d. Clause H.5 EXISTING PROPERTY OWNED BY SUBCONTRACTOR/LIABILITY AND RISK OF LOSS an addition to page H-3 (Basic) in the contract, shown in the enclosed replacement pages H-3 thru H-4 (Mod 22), is substituted in lieu thereof

e. Clause I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES, NOVEMBER 2004 (DEVIATION) shown in the Basic contract is hereby deleted in its entirety and the revised Clause I.4, shown in the enclosed replacement page I-5 thru I-8 (Mod 22), is substituted in lieu thereof

f. Clause I.12 1852.245-75 TITLE OF EQUIPMENT an addition to page I-16 thru I-17 (Mod 13) in the contract, shown in the enclosed replacement pages I-16 thru I-17 (Mod 22), is substituted in lieu thereof

g. Clause I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL an addition to page I-18 thru I-21 (Mod 13) in the contract, shown in the enclosed replacement pages I-18 thru I-21 (Mod 22), is substituted in lieu thereof

h. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL listed by reference, shown on page I-1 (Mod 15) is hereby deleted in its entirety and the revised page I-1 (Mod 22), is substituted in lieu thereof

i. Attachment J-2, DATA PROCUREMENT DOCUMENT of the basic contract dated 8/18/2005 is hereby deleted in its entirety and the enclosed revised DATA PROCUREMENT DOCUMENT, Revision A, shown on enclosed replacement pages J-2-1 thru J-2-31 (Mod 22), is substituted in lieu

2. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.2, ESTIMATED COST	B-2 (Mod 22)	B-2 (Mod 18)
B.6, EVALUATION OF PERF	B-5 thru B-6 (Mod 22)	B-5 thru B-6 (BASIC)
H.4, MANAGING ATLAS	H-3 (Mod 22)	H-3 (BASIC)
H.5, EXISTING PROPERTY	H-3 thru H-20 (Mod 22)	H-5 thru H-20 (Mod 15)
		H-3 thru H-4 (BASIC)
52.204-9, PERSONAL IDENT	I-1 (Mod 22)	I-1 (Mod 15)
I.4, 1852.204-76, SECURITY	I-5 thru I-8 (Mod 22)	I-5 thru I-8 (BASIC)
I.12, TITLE OF EQUIPMENT	I-16 thru I-18 (Mod 22)	I-16 thru I-18 (Mod 18)
I.14, 52.204-9 PERSONAL ID	I-18 thru I-28 (Mod 22)	I-18 thru I-28 (Mod 13)
ATTACHMENT J-2, DATA	J-2-1 thru J-2-31 (Mod 22)	J-2-1 thru J-2-31 (BASIC)

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

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential performance fee is **$ See Below*** . The maximum potential award fee is **$ See Below*** . Total estimated cost, maximum potential performance fee, and maximum potential award fee are **$ See Below*** .

In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract Period Covered	*** Total Estimated Cost	Maximum Potential Performance Fee (60%)	Total Performance Fee Earned	Maximum Potential Award Fee (40%)	Total Award Fee Earned	**Total Task Order Value**
Base Year**						
10/15/2006 – 03/31/2006	$23,211,160	$0	$778,175	$0	$531,965	**$24,521,300**
04/01/2006 – 09/29/2006	$41,193,744	$1,255,584	$0	$837,056	$0	$43,286,384
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS	$64,404,904	$1,255,584	$778,175	$837,056	$531,965	**$67,807,684**

** = 6 month evaluation periods
*** = Includes cost associated with PWS 1.1.
**** = 12 month evaluation periods

(End of clause)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

(b)(4)

(End of clause)

B.6 EVALUATION OF PERFORMANCE FEE

(a) The Contractor can earn performance fee from a minimum of zero dollars to the maximum stated in Clause B.2 "Estimated Cost, Performance Fee, and Award Fee" in this contract. The potential performance fee will constitute 60% of the total fee pool (award and performance) for the contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months during the base year and every 12 months for the option years of the contract to determine the amount of performance fee earned by the Contractor during the period. The Government will determine the performance fee amounts based on the Contractor's performance in accordance with Attachment J-4, MSFC Performance Fee Evaluation Plan.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office, or designated billing office, will make payment based on receipt of a modification to the contract, which incorporates the earned performance fee

(d) After 85% of the potential performance fee has been paid, the Contracting Officer may direct the withholding of further payment of performance fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15% of the total potential performance fee.

(e) The amount of performance fee that can be earned in each evaluation period is limited to the amounts set forth at Clause B-2. Performance fee, which is not earned in an evaluation period, cannot be reallocated for future evaluation periods.

(f) (1) Provisional performance fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional performance fee payments will be made to the Contractor on a monthly basis. The total amount of performance fee available in an evaluation period that will be provisionally paid is the lesser of 50% of the maximum potential performance fee or the prior period's evaluation score.

(2) Provisional performance fee payments will be superseded by the final performance fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional performance fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional performance fee payments will be made prior to the first performance fee determination by the Government.

(End of Clause)

B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in Paragraph (a), (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

(3) the task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;

(4) the task order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest; or

(5) the Contractor may identify a subcontractor who can provide services consistent with the task order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the subcontractor technical reports shall be delivered directly to the Contracting Officer's Technical Representative and the Contracting Officer. This subcontract will not obviate the Contractor's responsibility for acceptable technical performance of the task order.

(e) Any limitations on future contracting resulting from the Contractor's or its Subcontractor(s) in preparation of specifications/ statements of work or access to proprietary, business confidential, or financial data of another company are identified in Clause H.2 "Limitation of Future Contracting".

(f) The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.

(g) The Contractor shall include this clause in all subcontract(s).

(End of clause)

H.4 MANAGING ATLAS ENVIRONMENTS / RIGHTS TO EQUITABLE ADJUSTMENT

Managing the environments within the qualification levels of the Atlas system through management techniques (such as the selection of mounting locations, mounting methods, management of flight profiles, etc.) is critical to the success of the avionics system provided by the Subcontractor. It is understood and agreed that such management is not within the scope of the Subcontractor's work and is outside the Subcontractor's control. In the event the final environments selected are outside the existing Atlas qualification levels, in effect at the time of subcontract award, implementation of the revised requirements and any associated contract claim for equitable adjustment shall be subject to subcontract Section I.12 – Changes.

H.5 EXISTING PROPERTY OWNED BY SUBCONTRACTOR / LIABILITY AND RISK OF LOSS

(a) It is understood and agreed that the following items are property which is owned by the Subcontractor: the MVAN as well as certain EGSE items consisting of a battery simulator and associated cables, breakout boxes, and RF test instruments, cables, antenna hats, and other miscellaneous items. Neither the NASA/U.S. Government nor Jacobs Sverdrup shall have any license, right to use, or any other interest whatsoever in such items.

(b) It is understood and agreed that NASA/U.S. Government and Jacobs Sverdrup's liability is for the cost of repair or replacement, or the fair market value of such property should such property be damaged or destroyed. NASA/U.S. Government and Jacobs Sverdrup further agrees to assume the risk of loss of such property and be liable for damages to, or loss of, such property as a result of the performance of this Contract, including performance by NASA/U.S. Government, Jacobs Sverdrup, or NASA/U.S. Government's contractors or subcontractors.

(c) In the event such damage or destruction is caused by an Act of God, Force Majeure, war, riots, civil insurrection, acts of the public enemy, acts of civil or military authority, and which are beyond the reasonable control of, and without any fault or responsibility on the part of the NASA/U.S. Government and Jacobs Sverdrup or NASA/U.S. Government's contractors or subcontractors, NASA/U.S. Government and Jacobs Sverdrup shall not assume the risk of loss of such property and shall not be liable for damages to, or loss of, or destruction of such property.

H.6 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within _3_ calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.7 SUPPLEMENTAL TASK ORDERING PROCEDURES

(a) This clause supplements the Task Ordering Procedure defined in H.4.

(b) Work to be performed under this contract will be within the broad parameters of the PWS and more clearly defined in Task Orders (TOs) approved and issued at the WBS elements Level 3 or lower. An overview and flowchart of this process is provided at Attachment J-10.

(c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.4, the Contractor shall prepare as part of the Task Order Plan the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimate, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and the lower of the Contractor's/Subcontractor's actual rates or the Not-to-Exceed (NTE) rates set forth in Attachment J-9. It is further agreed and understood that the maximum available performance and award fees, equating to a percentage, set forth in Attachment J-9

shall be used by the Contractor to calculate the Maximum Potential Performance and Award Fee dollars for each Task Order.

(d) Each TO will include the period covered, estimated cost and maximum potential fees. At the end of each semi-annual award and performance fee evaluation period, the current evaluation period values (estimated cost and maximum potential fees) of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the maximum potential performance and award fee values for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2, Estimated Cost, Performance Fee and Award Fee, to reflect the summation of the current total task order values.

(e) A summation of estimated and actual TO costs for each WBS element Level 2 (except WBS element 1.1 which is already included in TO values) shall be tracked by the Contractor in accordance with J-1, Paragraph 1.1.4., Task Management.

(f) All Task Orders will flow from the Task Order Initiator to the Task Order Monitor to the COTR to the CO. The assigned Task Order Monitor/COTR/CO will review and approve each TO and any revision thereto, with the CO having final TO approval authority. The Government will provide a list of personnel to be included in the routing of TOs. The Government retains the right to disapprove any Task Order Plans (TOPs) at the sole discretion of the Government.

(g) The Contractor shall not begin work until the approved TO is received; however, in extreme emergency situations, the Contractor may be authorized by the CO to begin work immediately. The Contractor shall process the applicable TO within 5 calendar days of being notified of an emergency, and shall not incur costs exceeding $5,000 during the 5 day period, unless an advance waiver is granted by the Contracting Officer. The Government and Contractor shall finalize the TO within 10 calendar days.

(h) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause of the contract.

(End of Clause)

H.8 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of a task order. The proposal should be submitted as soon as possible after the above notification but no later than 30 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

H.9 INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS

a) The Government recognizes that the Contractor's approach to fulfill the requirements of this contract might involve conditions considered to constitute unusually hazardous risks resulting in potential third party liability exceeding insurance coverage the Contractor could reasonably be expected to purchase and maintain, considering the availability, cost, and terms and conditions of such insurance. In the event the Contractor believes such conditions exist and necessitate indemnification by the Government, the Contractor shall provide documentation and rationale adequate to substantiate processing of such requests in accordance with applicable laws and regulations. The Contractor shall furnish the information required in accordance with FAR 50.403-1 and NASA FAR Supplement 1850.403. Reference to these FAR and NASA FAR Supplement sections is not an indication that NASA has determined indemnification to be applicable. The Contractor's request for indemnification must explain under what authority NASA can provide indemnification for unusually hazardous risks associated with performance of the contract. In addition to identifying a sufficient legal basis for indemnification, the Contractor's request for indemnification also must substantiate a sufficient factual basis for indemnification by explaining specifically what work under the contract poses unusually hazardous risks.

b) The Government will consider a request for indemnification for unusually hazardous risks in accordance with the foregoing paragraph. In the event the Government denies the Contractor's

request for indemnification, the parties will enter into good faith negotiations to determine the appropriate course of action concerning potential third party liability.

(End of clause)

H.10 1852.223-70 SAFETY AND HEALTH (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of $25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than $1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being

performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular**,** the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.11 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than $1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than $250,000, or theft greater than $250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the

Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.12 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, AL or NASA Headquarters, Washington D.C., where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(ALTERNATE I) (FEB 2000)

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

H.13 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Personnel:
(b)(4)

Facility:	Jacobs 1100 North Glebe Road Suite 500 Arlington, VA 22201

(End of Clause)

H.14 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.15 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (FEB 2001)

(a) If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

H.16 ACCESS TO CONFIDENTIAL INFORMATION

(a) As used in this clause, ``confidential information'' refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and may embody trade secrets or commercial or financial information, and may be confidential or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract. Performing these services may require access to confidential information that other companies have furnished to the Government in the course of providing supplies or services, or that the Government has generated.

(c) In performing this contract, the Contractor agrees to—

(1) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in this contract, and never to improve its own competitive position in another procurement.

(2) Safeguard confidential information coming into its possession from unauthorized use and disclosure.

(3) Allow access to confidential information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of confidential information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.

(7) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into this contract.

(e) The nature of the work on this contract may subject the Contractor and its employees a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to confidential information.

(End of Clause)

H.17 RELEASE OF CONFIDENTIAL INFORMATION

(a) As used in this clause, ``confidential information'' refers to information, not currently in the public domain, that the Contractor has developed at private expense, may embody trade secrets or commercial or financial information, and that may be confidential or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the services of various contractors. To perform these services, contractors, as well as their subcontractors and their individual employees, may need access to confidential information submitted by the Contractor under this contract.

(c) (1) The Contractor shall mark or otherwise identify any confidential information submitted in support of this proposal or in performing this contract. The

Contracting Officer will evaluate the Contractor's claim to have submitted ``confidential information,'' as defined above, in deciding whether NASA and its service contractors must protect and safeguard the information in accordance with the clause at 1852.237-72, Access to Confidential Information. Unless the Contracting Officer decides to challenge the Contractor's ``confidential information'' marking, NASA and its service contractors and their employees shall apply all of the conditions and safeguards listed in the clause at 1852.237-72.

(2) For information already in NASA's possession, the Contracting Officer shall attempt to identify the owner and afford that entity a reasonable opportunity to assert confidentiality in accordance with the principles and criteria delineated in the FAR. For purposes of asserting confidentiality, the parties may agree to use the procedures delineated in the clause at FAR 52.227-14 as a guide.

(d) Any entity that receives access to confidential information needed to assist NASA in accomplishing management activities and administrative functions must be operating under a contract that contains the clause at 1852.237-72, Access to Confidential Information. This clause obligates the receiving entity to do the following:

(1) Comply with all procedures and obligations specified in its contract, including the Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into its contract.

(2) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in its contract.

(3) Safeguard confidential information coming into its possession from unauthorized use and disclosure.

(4) Allow access to confidential information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of confidential information to persons and entities outside of the contractor's organization.

(6) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the contract.

(8) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the receiving entity will have primary operational responsibility for an information technology system for NASA that contains confidential information, the entity's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the receiving entity to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Receiving entity personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for all. The Contracting Officer may allow the receiving entity to conduct its own screening, provided this entity employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of confidential information.

(End of clause)

H.18 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor’s representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed RFR has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited

(End of Clause)

H.19 SAFETY PERFORMANCE EVALUATION

1. **Contractor Responsibility**. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (1061SA-001, 1061SA-002) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation. Every quarter, the agreed score will be used to assess performance appropriately—positive or negative. For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. **Evaluation Criteria**. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-14 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a

management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement (ELEMENT 1)	**Hazard Prevention and Control (ELEMENT 3)**
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

System and Worksite Hazard Analysis (ELEMENT 2)	**Safety and Health Training (ELEMENT 4)**
Complete and Update Baseline Surveys	Employee
Performance Analysis of New Work	Supervisor
Job Hazard Analysis/Process Review	Manager
Self-Inspection	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. **Performance Recognition.** Contractor performance will be recognized as follows:

- **Level I** – Annual rating score of $\geq$ 36 based on the average of the quarterly assessment scores, and a lost-Time Incident Rate (LTIR).
  $\leq$ 50% of the LTIR for the applicable Standard Industrial Classification (SIC) rate.

  Formal award with public recognition

  Appropriate past performance referral provided.

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the Contractor shall have no lost time injuries during the past year.

- **Level II** – Annual rating score of $\geq$ 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) < the applicable Standard Industrial Classification

  Formal Letter of Commendation

  Will impact contract evaluation and past

(SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.	*performance referrals.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.

• **Level III** – Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) ≥ than the Standard Industrial Classification (SIC) rate.	*Formal letter expressing concern. Corrective Action Plan Requested. Data Placed in Past Performance Database.* **Failure to improve could result in contract options not being exercised.**

Exception: *Contractors with less than 100 employees located onsite MSFC.* A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.

• If contractor's Safety Performance evaluation does not fall within the above categories.	*No recognition.*

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. **Contractor Accountability for Mishaps.** The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. **Evaluation Process.** The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:
   - Contractor to conduct quarterly self-assessment and assign numerical score to each element.
   - Contractor self-assessments will address compliance with their approved Safety and Health Plan.
   - Contractor to have self-assessment validated by CO/ COTR and S&MA Directorate.

- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. **Safety Metric Reporting.** The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

   The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. **Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of $1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://www.arnet.gov/far/

NASA FAR Supplement clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

MSFC Clauses: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

PART A: Federal Acquisition Regulation (48 CFR Chapter 1)

Number	Clause Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
~~52.204-9~~	~~Personal Identity Verification of Contractor Personnel~~	~~Jan 2006~~
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997

I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "Secret". See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12.

(End of Clause)

I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOVEMBER 2004 [(DEVIATION])

(a) The Contractor shall be responsible for information and information technology (IT) security when the Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure, or where information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, is stored, generated, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any

additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center and the NASA Security Operations Center.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that all individuals who perform tasks as a system administrator, or have authority to perform tasks normally performed by a system administrator, demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services, network services, files storage, and/or web services, to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of “level 1” information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to –

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.5 1852.215-84 OMBUDSMAN (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Robin Henderson, George C. Marshall Space Flight Center, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(ALTERNATE I) (JUN 2000)

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" increase or decrease adjustment amount, if any, and the required *period of performance* adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" e*stimated cost* and *period of performance* adjustments, if any, prior to issuing an order for implementation of the change.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(ALTERNATE I) (JUL 1997)

As prescribed in 1843.205-70(a)(2), add the following paragraph (f), modified to suit contract type, to the basic clause:

(f) If the *estimated cost* adjustment proposed for any Contractor-originated ECP is $500,000 or less, the ECP shall be executed with no adjustment to the contract *estimated cost*.

(ALTERNATE II) (SEP 1990)

As prescribed in 1843.205-70(a)(3), add the following sentence at the end of paragraph (c) of the basic clause:

An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(End of Clause)

I.12 1852.245-75 TITLE OF EQUIPMENT (MAR 1989)

(a) In accordance with the FAR 52.245 Government property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided

for conducting research under this contract and having an acquisition cost less than **$ 5,000** shall vest in the Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government property clause.

(b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of **$ 5,000** or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.

(c) Title to the property specified in paragraph (b) of this clause vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) of this clause to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government property clause).

(e) Title to the contractor-acquired property listed below shall vest with the Government.

"TBD"

(f) This subcontract value does not include any consideration for the removal of the equipment listed below from the MVAN.

i. 2 (two) communications equipment racks to be installed in the MVAN

ii. Individual chassis of communications equipment to be installed into exiting Subcontractor communications racks in the ASOC

iii. The communications equipment to be installed in the existing ASOC communications racks in connection with the LCC command consoles for the firing room.

At contract completion, an equitable adjustment will be made to remove this equipment or to disposition the equipment as abandoned in place and any associated contract claim for equitable adjustment shall be subject to subcontract Section I.12 – Changes.

(End of Clause)

I.13 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

Enclosure to PIC 06-01

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

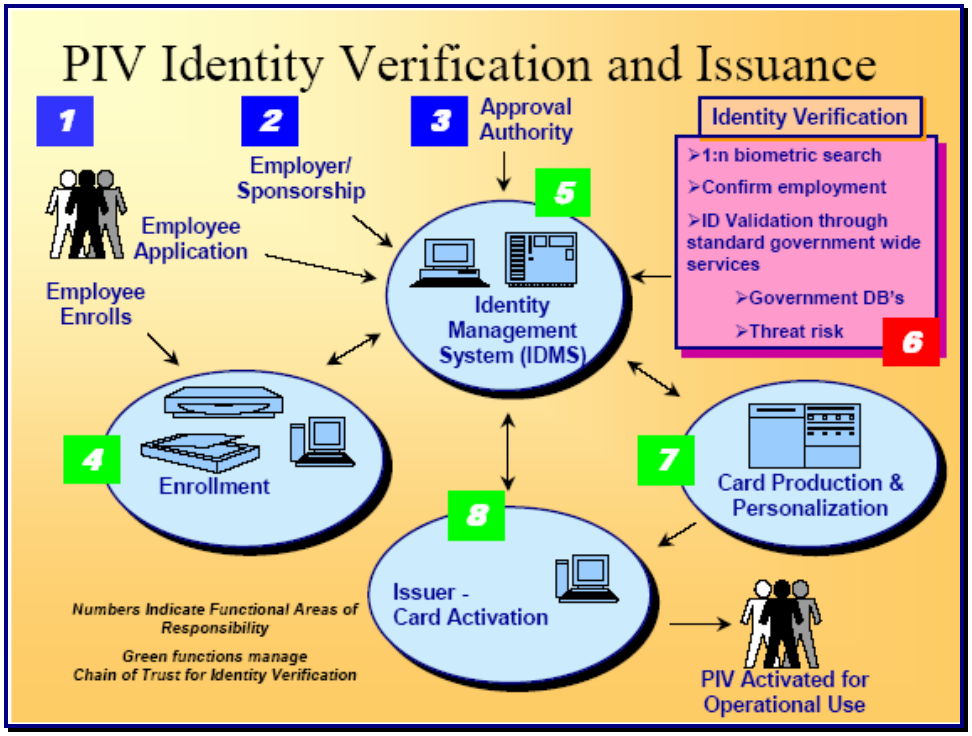


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:
The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:
Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal[1] or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by

[1] A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:
Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:
Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:
Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:
Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:
The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new

PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

3. Upon return of the completed NAC, the process will continue from Step 5.

I.15 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.16 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 15, 2005 through October 14, 2010, if options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.17 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **$100,000,000.00**;

(2) Any order for a combination of items in excess of **$100,000,000.00**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.18 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **October 14, 2011**.

(End of Clause)

I.19 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

A. Classification, Grades and Rates

Employee Class	Grade	Monetary Wage-Fringe Benefits Hr/Rate
Engineering Technician II	GS-04	$11.88
Engineering Technician III	GS-05	$13.29
Engineering Technician IV	GS-07	$16.47
Engineering Technician V	GS-09	$20.14
Engineering Technician VI	GS-11	$24.37

(End of Clause)

I.20 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I.21 RESERVED

I.22 52.244-2 SUBCONTRACTS (ALTERNATE I) (MAR 2005)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)(or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"ALL INDIVUDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN $500,000.00"

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor**.**

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(a) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None.

(End of Clause)

[END OF SECTION]

DATA PROCUREMENT DOC. NO.	ISSUE
1061	**Revision A**

NNM05AB50C

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

ENGINEERING, SCIENCE, AND TECHNICAL SERVICES

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Jacobs Sverdrup

CONTRACTOR

November 22, 2006

DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration **DOCUMENT CHANGE LOG**					DATA PROCUREMENT DOC. NO. 1061 ISSUE Revision A	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 11-22-06	SUPERSEDING: 08-18-05	PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
	INTRO	SGR	DRL	DRD		
Contract Mod. 22			X	1061CD-002	Deleted – replaced by 1061MA-008	
			X	X	Added the following DRDs: 1061MA-008, Badged Employee and Remote IT User Listing; 1061MA-009, Contractor Employee Clearance Document; 1061MA-010, Position Risk Designation for Non-NASA Employees Form	
			X	X	Updated the following Org. Codes (From – To): IS02 – IS10; ED02 – ED03; NP40 – VP51; AD41 – AS41; AD10 – AS10; RS40 – CS40	

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration

PAGE REVISION LOG

DATA PROCUREMENT DOC.
NO. ISSUE
1061 Revision A

NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.	AS OF: 11-22-06	SUPERSEDING: 08-18-05	PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	All	Revision A			

MSFC - Form 3461-2 (Rev August 1970)

INTRODUCTION/STATEMENT OF GENERAL REQUIREMENTS

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, a Table of Contents, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
CD	Contractual Data
LS	Logistics/Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
2*	NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.
3	These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
4	These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
5	These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.

* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is required. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Export Administration (BXA), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by entry into email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
   1. Contract number.
   2. Data Requirements Description (DRD) number.
   3. DRD data type (specified in Item 3 on the DRD).
   4. Submission date or milestone being satisfied.
   5. Document number and revision.
   6. Document title.
   7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
   8. Distribution (as defined by the Contracting Officer's letter).
   9. Requested response date.
   10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
   11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
b. Printable electronic files or hardcopy data.

2.3.5 Use of the MSFC Documentation Repository: Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at https://webpub.nis.nasa.gov/submittal/index.html.Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Engineering, Science, and Technical Services

Data Requirements List

DRD	DATA TYPE	TITLE	OPR
CD – Contractual Data			
1061CD-001	2	Information Technology Security Plan	IS10
~~1061CD-002~~	~~3~~	~~On site Employee Location Listing~~	~~ED03~~
1061CD-003	3	Technology Reports	ED03
LS – Logistics Management			
1061LS-001	2	Government Property Management Plan	AS41
MA – Management			
1061MA-001	1	Management Plan	ED03/VP51
1061MA-002	3	Activity Reports	ED03/VP51
1061MA-003	3	Financial Management Report (533M)	CS40/ED03
1061MA-004	3	Funding Analysis Report	ED03
1061MA-005	3	Financial Summary Report	ED03
1061MA-006	3	Weekly Contract Status Briefing	ED03
1061MA-007	3	Task Order (TO) Cost Summary Report	ED03
1061MA-008	3	Badged Employee and Remote IT User Listing	AS50
1061MA-009	3	Contractor Employee Clearance Document	AS50
1061MA-010	3	Position Risk Designation for Non-NASA Employee Form	AS50
SA – Safety			
1061SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD50
1061SA-002	3	Mishap and Safety Statistics Reports	QD50

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061CD-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1

6. **TITLE**: Information Technology Security Plan

7. **DESCRIPTION/USE**: To document information technology security risk management and safeguards for protection of unclassified NASA electronic information and data processed by Federal general support computer systems and major software applications.

8. **OPR**: IS10 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 45 days after contract award

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**: The information technology security plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in NFS 1852.204-76. Reference is made to NPR 2810.1, *Security of Information Technology* and NFS 1804.470-3, *Security plan for unclassified Federal Information Technology systems*.
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.2

15. **DATA PREPARATION INFORMATION**:
15.1 **SCOPE**: Information Technology Security Plan shall document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality of that information accessed or managed within the systems and/or applications, based on the contractor's assessment of risks.

15.2 **APPLICABLE DOCUMENTS**:
NFS 1852.204-76 *Security Requirements for Unclassified Information Technology Resources*

15.3 **CONTENTS**: The Information Technology Security Plan shall meet the requirements of NFS 1852.204-76. The plan shall describe the contractor's processes for implementing information security including personnel background screening, personnel awareness and training, information protection, and security incident response.

15.4 **FORMAT**: Contractor format for the Information Technology Security Plan is acceptable as long as the guidance described in NFS 1852.204-76 is followed.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061CD-003**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/3

6. **TITLE**: Technology Reports

7. **DESCRIPTION/USE**: Provides NASA with technical information concerning any invention, discovery, improvement, or innovation made by a contractor in the performance of work under this contract for the purpose of disseminating this information to obtain increased use. The report shall also provide NASA with data to review for possible patentable items.

8. **OPR**: ED03 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**:
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): Within 2 months of identification of reportable item.
Interim NASA-MSFC Technology Report (NASA Form c3041 or c3042): 12 months from the date of the contract.

12. **SUBMISSION FREQUENCY**:
Technology Reporting Plan: Upon Contracting Officer's request.
Disclosure of Invention and New Technology (NASA Form 1679): For each reportable item.
Interim NASA-MSFC Technology Report (NASA Form c3041 or c3042): Every 12 months.
Final NASA-MSFC Technology Report (NASA Form c3041 or c3042): Three months after completion of contracted work.

13. **REMARKS**: Copies of NASA Forms 1679, c3041 and c3042 may be obtained at: http://technology.grc.nasa.gov/forms/msfc/msfc.htm. These forms may also be obtained from the New Technology Representative (mailto:Carolyn.E.McMillan@nasa.gov). NASA Form 1679 may be filled out electronically at: http://invention.nasa.gov/.

14. **INTERRELATIONSHIP**: PWS paragraph 1.1.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Technology Reports include technical detail as is necessary to identify and fully describe a "Reportable Item". Per NFS 1852.227-70, "Reportable Item" means any invention, discovery, improvement, or innovation of the contractor, whether or not the same is or may be patentable or otherwise protect able under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursable under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.

15.2 **APPLICABLE DOCUMENTS**

NFS 1852.227-70	New Technology Clause

DRD Continuation Sheet

TITLE: Technology Reports **DRD NO.**: **1061CD-003**

DATA TYPE: 3 **PAGE**: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

15.3 **CONTENTS**: The Technology Reports consist of:

a. Disclosure of Invention and New Technology (Including Software): In accordance with NFS 1852.227-70 (e)(2), the disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the

time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention. This reporting requirement may be met by completing NASA Form 1679 (July 2000) in hardcopy or online at: http://invention.nasa.gov/. Use of this form or the online system is preferred; however, if the form is not used the following information should be provided in order to meet the reporting requirement:

1. Descriptive title.
2. Innovator(s) name(s), title(s), phone number(s), and home address(es).
3. Employer when innovation made (name and division).
4. Address (place of performance).
5. Employer status (e.g., Government, college or university, non-profit organization, small business firm, large entity).
6. Origin (e.g., NASA grant number, NASA prime contract number, subcontractor, joint effort, multiple contractor contribution, other).
7. NASA Contracting Officer's Technical Representative (COTR).
8. Contractor/grantee New Technology Representative.
9. Brief abstract providing a general description of the innovation:
   (a) Description of the problem or objective that motivated the innovation's development.
   (b) Technically complete and easily understandable description of innovation developed to solve or meet the objective.
   (c) Unique or novel features of the innovation and the results or benefits of its application.
   (d) Speculation regarding potential commercial applications and points of contact (including names of companies producing or using similar products).
10. Additional documentation.
11. Degree of technological significance (e.g., modification of existing technology, substantial advancement in the art, major breakthrough).
12. State of development (e.g., concept only, design, prototype, modification, production model, used in current work).
13. Patent status.
14. Dates or approximate time period during which this innovation was developed.
15. Previous or contemplated publication or public disclosure including dates.
16. Answers to the following questions (for software only):
   (a) Using outsiders to beta-test code? If yes, done under beta-test agreement?
   (b) Modifications to this software continue by civil servant and/or contractual agreement?

DRD Continuation Sheet

TITLE: Technology Reports **DRD NO.**: **1061CD-003**
DATA TYPE: 3 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

(c) Previously copyrighted (if so, by whom?)?
(d) Were prior versions distributed (if yes, supply NASA or Contractor contract)?
(e) Contains or is based on code owned by a non-federal entity (if yes, has a license for use been obtained?)?
(f) Has the latest version been distributed without restrictions as to use or disclosure for more than one year (if yes, supply date of disclosure)?

17. Name(s) and signature(s) of innovator(s).

b. Interim NASA-MSFC Technology Report: This report shall consist of a listing of reportable items for the reporting period or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of NASA Form c3041 or c3042 (whichever is applicable) shall satisfy this reporting requirement. Use of the form is preferred; however an alternate format is acceptable provided all required information is provided.

c. Final NASA-MSFC Technology Report: This report shall consist of a comprehensive list of all reportable items for the contract duration or certification that there are none. This report shall also contain a list of subcontracts containing a patent rights clause or certification that there were no such subcontracts. Completion of NASA Form c3041 or c3042 (whichever is applicable) shall satisfy this reporting requirement. Use of the form is preferred; however an alternate format is acceptable provided all required information is provided.

d. Subcontracts: The contractor shall provide copies of subcontracts containing a patent rights clause upon Contracting Officer's request.

15.4 **FORMAT**:

The Disclosure of Invention and New Technology (Including Software) report may use NASA Form 1679 (July 2000) or the online system at: http://invention.nasa.gov/, or provide sufficient information to meet the reporting requirement.

The interim and final NASA-MSFC Technology Reports may use NASA Form c3041 or c3042 (whichever is applicable) or provide sufficient information to meet the reporting requirement.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061LS-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Government Property Management Plan
7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.
8. **OPR**: AS41 9. **DM**: ED03
10. **DISTRIBUTION**: Cognizant property administrator
11. **INITIAL SUBMISSION**: Preliminary three months after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY**: Final one year after ATP, revise as required
13. **REMARKS**: This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.2
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 **APPLICABLE DOCUMENTS**

FAR	*Federal Acquisition Regulation, Part 45*
NPR 5100.4B	*Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45* and latest revisions thereto

15.3 **CONTENTS**: This plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures, which constitute the contractor's property management system and shall include the following categories:

a. Property management.
b. Acquisition.
c. Receiving.
d. Identification.
e. Records.
f. Movement.
g. Storage.
h. Physical inventories.
i. Reports.
j. Consumption.
k. Utilization.
l. Maintenance.
m. Subcontractor control.
n. Disposition.
o. Contract closeout.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-001**
3. **DATA TYPE**: 1
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1

6. **TITLE**: Management Plan

7. **DESCRIPTION/USE**: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.

8. **OPR**: ED03/VP51 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Draft with Proposal

12. **SUBMISSION FREQUENCY**: 30 days after Authority to Proceed (ATP) and revise as required

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Plan shall describe the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling Task Order Requests (TORs), Task Order Plans (TOPs), Task Orders (TOs) and TO subelements, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**:

a. The plan shall include a description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level III WBS task level.
b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, approach to quality, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Activity Reports

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract

8. **OPR**: ED03/VP51 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Thirty (30) days after authorization to proceed (ATP)

12. **SUBMISSION FREQUENCY**: Monthly thereafter. The report shall be submitted ten working days following the end of the Contractor's accounting month.

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.4

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Activity Report shall provide a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The report shall include

a. Review of work accomplished, including quantitative description, during the reporting period.
b. Discussion of non-routine tasks planned for the next reporting period.
c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
d. Schedule with milestones.
e. Labor hours expended by labor category showing overtime hours separately.
f. Costs expended (by cost element) versus negotiated cost and TO/TO subelement funding received.
g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO subelement.
h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.

15.4 **FORMAT**: Contractor format is acceptable. Electronic media is strongly encouraged.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-003**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Financial Management Report (533M)

7. **DESCRIPTION/USE**: To provide monthly financial reports for monitoring program costs. The 533 reports are the official cost documents used at NASA for cost type, price re-determination, and fixed price incentive contracts. The backup report is used for cost data entry in the Contractor Cost Report (CCR) Crosswalk in System Application and Product (SAP).

8. **OPR**: CS40/ED03 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Within 30 days after the incurrence of cost

12. **SUBMISSION FREQUENCY**: No later than 10 working days following the end of the contractor's accounting month

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.

15.2 **APPLICABLE DOCUMENTS**

NFS 1852.242-73	*NASA Contractor Financial Management Reporting*, (November 2004)
NPR 9501.2D	*NASA Contractor Financial Management Reporting*

15.3 **CONTENTS**: The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office and cover labor hours by function, direct labor cost, materials, subcontracts, interdivisional work, other direct rates, overhead by pool, fringe, G&A, and fee. Changes or additions to elements of cost shall be by mutual agreement between the contractor and the NASA project manager. The data contained in the reports shall be auditable using Generally Accepted Accounting Principles. The 533M Report shall include actuals and projections at the total contract level. A summary page at the contract level shall be included reflecting the cumulative since inception cost for the contract.

A backup report shall be provided that identifies the following fields: Task Order (TO), TO/ subelement, reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance, and next month's estimate.

15.4 **FORMAT**: The NASA Form 533M shall be prepared per NPR 9501.2D and NFS 1852.242-73. Contractor format is acceptable provided all necessary requirements are met. Electronic submission of contractor data is strongly encouraged. If electronic submission becomes required coordination with Competency Center may be necessary to define required format.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-004**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Funding Analysis Report
7. **DESCRIPTION/USE**: To provide monthly financial reports for monitoring program funding and cost at the Task Order/sub-element level
8. **OPR**: ED03 **DM**: ED03
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**: First Month after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY**: No later than 10 working days following the end of the contractor's accounting month.
13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.1
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Funding Analysis Report shall provide data by fiscal year on the status of each sub-element within a Task Order (TO)

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Funding Analysis Report shall contain the following by fiscal year, by sub-element: FY Cost Plan (with fee), Monthly FTE Plan, Monthly FTE Actual, Mod No., Mod Date, WBS, Cost Center, Fund, Funded Amount, FY Costs/Fee, Remaining Funds, % of Cost Expended, Current Month Cost, and Next Month's Estimate. The data contained in the reports must be auditable using Generally Accepted Accounting Principles.

In addition, a monthly Hotlist Report shall be submitted that contains the following information for Indirect and Direct sub-elements: Sub-element Number, Status, Funded Amount, FY Cost/Fee, Remaining Funds, FY Plan, and WBS.

15.4 **FORMAT**: The Report shall be subtotaled by sub-element within TO. A separate report shall be provided that identifies indirect-funded TO's/sub-elements separately. This report shall be sorted by Department/Laboratory within the Directorate/Office. The report for direct funded TO's/sub-elements should be sorted by Directorate/Office, and where applicable, by department within Directorate.

The format for the Hotlist Report shall contain the items identified above in 15.3 Any sub-element where cost has reached 75% of the funding provided or any sub-element where cost has been accrued but no funding has been provided shall be identified. There shall be a separate report for Indirect and Direct sub-elements. Within each report, all sub-elements shall be sorted in ascending order by Directorate/Office. During the last three months of the contract year, the % will increase as funding provided reaches the planned cost.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-005**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Financial Summary Report
7. **DESCRIPTION/USE**: To provide plans and actuals for Cost and Labor Hours/Full Time Equivalent (FTE's) at the sub-element level for each month of the contract/fiscal year.
8. **OPR**: ED03 9. **DM**: ED03
10. **DISTRIBUTION**: Per Contracting Officer's Letter
11. **INITIAL SUBMISSION**: Within 30 days after the incurrence of cost
12. **SUBMISSION FREQUENCY**: No later than 10 working days following the end of the Contractor's accounting month.
13. **REMARKS**: None
14. **INTERRELATIONSHIP**: PWS Paragraph 1.1.1
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Financial Summary Report provides a monthly status for an entire year of the estimated and planned cost and labor hours/FTE's associated with each sub-element within a Task Order (TO).

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Financial Summary Report shall contain the following by month for an entire fiscal year, sorted by sub-element: Estimated Cost, Actual Cost, % of Monthly Cost, Estimated Hrs., Actual Hrs., % of Monthly Hrs., % Hrs FTE Plan and FTE Actual.

15.4 **FORMAT**: The format for the Financial Summary Report should follow the description outlined in Contents, above.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-006**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Weekly Contract Status Briefing
7. **DESCRIPTION/USE**: To provide a weekly contractual status to the COTR/CO
8. **OPR**: ED03 9. **DM**: ED03
10. **DISTRIBUTION**: Per Contracting Officer's Letter
11. **INITIAL SUBMISSION**: Thirty (30) days after authorization to proceed (ATP)
12. **SUBMISSION FREQUENCY**: Weekly.
13. **REMARKS**: None
14. **INTERRELATIONSHIP**: PWS Paragraph 1.1.4
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Weekly Status Briefing shall provide a weekly overview of contractual activities.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Weekly Status Briefing shall contain the following: In-Progress Task Order (TO) Tracking Report, Task Order Request (TOR) Tracking, Task Order Plan (TOP) Tracking, Contract Staffing Status, Contract Staffing Status Trend, Contract Vacancy Status Trend, Contract Vacancy Status, At-Risk List, Action/Suspense Items, and TO Tracking Report. Once every month there should be a Weekly Financial Status Briefing that should also include: Lost Time Incident Rate; Contract TO Status; Contract TO Status for Engineering Directorate (by department/lab); Contract TO Estimated Staffing; Contract TO Estimated Staffing for Engineering Directorate (by department/lab), Contract Element of Cost Summary by month; Actual and Planned labor hours by month; Comparison of Cumulative and Current month Elements of Cost and Labor Hours, estimated vs. actual; Yearly Summary by month for each Directorate/Office showing the summation of the TO Values, Total Funding, Estimated and Actual Cost; Bid Rate Analysis for each Labor Category; and Small Business/Small Disadvantaged Business Actuals vs. Goal.

15.4 **FORMAT**: Contractor format is acceptable provided all necessary requirements are met.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-007**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1

7. **TITLE**: Task Order (TO) Cost Summary Report

7. **DESCRIPTION/USE**: To provide a contractual status to the COTR/CO.

8. **OPR**: ED03 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: No later than 7 working days after delivery of financial reports for the month of September

12. **SUBMISSION FREQUENCY**: No later than 7 working days after delivery of financial reports for the last month of the evaluation period

13. **REMARKS**: None
14. **INTERRELATIONSHIP**: PWS Paragraph 1.1.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Cost Summary Report shall provide information that can be used to determine potential award and performance fee associated with each Task Order (TO) tracked in the Contractor's electronic task management system of the contract.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Cost Summary Report is a spreadsheet that contains, for each WBS element, the following information: TO number, TO title, negotiated cost per evaluation period, estimated cost without fee, fee bearing negotiated cost, and weighting. Additionally, the Cost Summary Report shall roll up the WBS element information into overall contract performance containing the following information: WBS element name, task title, TO value, negotiated cost per evaluation period, estimated cost with no fee, fee bearing negotiated cost, negotiated cost without fee per evaluation period, weighted composite and potential award and performance fee.

15.4 **FORMAT**: The Cost Summary Report shall be provided in Excel format so that mathematical links between the WBS element pages and the TO roll up can be made.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1027MA-008**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Badged Employee and Remote IT User Listing

7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.

8. **OPR**: AS50 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.

13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*.
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.2

15. **DATA PREPARATION INFORMATION**:
15.1 **SCOPE**: The Badged Employee and Remote IT User Listing shall provide NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The list shall include the following information for each employee: employee's full name (first and middle names must be birth names), last four digits of the Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed (NACLC or SSBI) and the date it was completed.

15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-009**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Contractor Employee Clearance Document

7. **DESCRIPTION/USE**: To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.

8. **OPR**: AS50 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Immediately when the access is no longer needed.

12. **SUBMISSION FREQUENCY**: As required

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.2

15. **DATA PREPARATION INFORMATION**:
15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 **FORMAT**: MSFC Form 383-1, “Contractor Employee Clearance Document”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061MA-010**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/1
6. **TITLE**: Position Risk Designation for Non-NASA Employee Form

7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.

8. **OPR**: AS50 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as personnel or position changes occur.

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 1.1.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee Form provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.

15.2 **APPLICABLE DOCUMENTS**:

NPR 1600.1 *NASA Security Program Procedural Requirements*

15.3 **CONTENTS**: The Position Risk Designation for Non-NASA Employee Form shall contain all the information required by MSFC Form 4482 in accordance with NPR 1600.1, NASA Security Program Procedural Requirements.

15.4 **FORMAT**: MSFC Form 4482, “Position Risk Designation for Non-NASA Employee”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061SA-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/3
6. **TITLE**: Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program.

8. **OPR**: AS10/QD50 9. **DM**: ED03

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Preliminary with proposal

12. **SUBMISSION FREQUENCY**: Ten days after Authority to Proceed (ATP); update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-70, *Safety and Health;* FAR 52.223-3, *Hazardous Material Identification and Material Safety Data*; FAR 52.223-4, *Recovered Material Certification*; FAR 52.223-5, *Pollution Prevention and Right-to-Know Information*; FAR 52.223-7, *Notice of Radioactive Materials*; FAR 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-11, *Ozone Depleting Substances*; FAR 52.223-12, *Refrigeration Equipment and Air Conditioners*; FAR 52.223-13, *Certification of Toxic Chemical Release Reporting*; and FAR 52.223-14, *Toxic Chemical Release Reporting.* DRD 1061SA-002, Mishap and Safety Statistics Report. PWS 1.1.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.

15.2 **APPLICABLE DOCUMENTS**: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	*Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926	*Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR	*Protection of the Environment*

ANSI Standards applicable to the scope of this contract

ASME Boiler and Pressure Vessel Code

MPR 8500.1	*MSFC Environmental Management Program*
MWI 8540.2	*Affirmative Procurement Program for Environmentally Preferable Products*
MWI 8550.1	*Waste Management*
MWI 8550.2	*Storm Water Management*
MWI 8550.3	*Wastewater Compliance*
MWI 8550.4	*Air Emissions Compliance*

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1061SA-001**
DATA TYPE: 2 **PAGE**: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

MWI 8550.5	*Hazardous Material Management*
MPR 1040.3	*MSFC Emergency Plan*
MPR 1840.3	*MSFC Hazardous Chemicals in Laboratories Protection Program*
MPR 1840.1	*MSFC Confined Space Entries*
MPD 1860.2	*MSFC Radiation Safety Program*
MPR 1810.1	*MSFC Occupational Medicine*
MPD 1840.3	*MSFC Respiratory Protection Program*
MPD 1840.2	*MSFC Hearing Conservation Program*
MPD 1840.1	*MSFC Environmental Health Program*
MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1860.1	*Laser Safety*
MPR 1800.1	*Bloodborne Pathogens*
MWI 3410.1	*Personnel Certification Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*
MPD 8900.1	*Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)
NFPA Standards	*National Fire Codes*
NPR 8715.3	*NASA Safety Manual*
NASA-STD-8719.11	*Safety Standard for Fire Protection*

15.3 **CONTENTS**: The plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed. The Safety and Health Plan shall include:

a. Management commitment and employee involvement in the safety, health, and environmental program:
   1. Statement of management policy, commitment, to provide for the safety and health of personnel (i.e., employees, customers, and public) and property and compliance with EPA, OSHA and NASA requirements.
   2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
   3. Descriptions of safety, health, environmental awareness and motivation programs, including documented safety meeting requirements, and documented safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
   4. Means of program evaluation, identifying methods and frequency for internal evaluation of the safety, health, and environmental program.
   5. Flow down of safety responsibilities between appropriate tiers (i.e., subcontractors).
   6. Identification by title the individual who is responsible for the implementation of the SHE elements.
   7. Provision for compliance with MPR 8715.1, when work is to be performed onsite at MSFC by offsite contractor, if applicable.

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1061SA-001**
DATA TYPE: 2 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

b. System and worksite hazard analysis:
   1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
   2. Descriptions of OSHA programs that require documented plans (e.g., Personnel Protective Equipment (PPE), Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC plans.) (Note: only programs applicable to the contract need to be addressed).
   3. Requirements for formal safety inspections as required by OSHA, to include schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.
   4. Requirements for documented supervisors safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

c. Hazard prevention and control:
   1. Methods to generate appropriate plans, procedures, and other working documents which includes clear statements of hazardous situations and necessary cautions; annual review; and for onsite hazardous procedures, MSFC Safety Office concurrence.
   2. Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste.
   3. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: on-site contractors may use MPR 1040.3).
   4. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1061SA-002, *Mishap and Safety Statistics Report*).
   5. Provisions for safety, health, and environmental services such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication.
   6. Provision for suspending work where safety or environmental conditions warrant such action.

d. Safety and health training:
   1. Means for training each employee to recognize hazards and avoid accidents, know their job-specific hazards and controls, and understand the disciplinary program.
   2. Provisions for training and certification of personnel performing potentially hazardous operations. Job categories under the contracted effort that require certification shall be identified. Personnel Certification for onsite identified job categories shall be tracked in the MSFC Certification Database (CERTRAK) in accordance with MWI 3410.1 “Personnel Certification Program.”

e. Environmental compliance - Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing and reporting green procurements in accordance with MWI 8540.2; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1061 **ISSUE**: Revision A
2. **DRD NO.**: **1061SA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-22-06
5. **PAGE**: 1/2
6. **TITLE**: Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE**: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **OPR**: QD50 9. **DM**: ED03
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**:
    a. Safety Statistics (e.g., contract number, subcontractors, SIC/NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following contract award.
    b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses
        1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
        2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
        3. a. All Onsite MSFC mishaps and close calls: (**applicable to onsite contractors only**): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.
           b. Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC 4371.
        4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electron update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap
        5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation
        6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.
12. **SUBMISSION FREQUENCY**:
    a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.
    b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
    c. MSFC Form 4371 - By the 10th of each month.
    d. Mishap Board Report – Each occurrence of a Type A or B mishap, or as directed by Center management.
13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS Paragraph 1.1.2

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports **DRD NO.**: **1061SA-002**

DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 **APPLICABLE DOCUMENTS**

NPR 8621.1 *NASA Procedures and Guidelines for Mishap Reporting, Investigating, and Recordkeeping*

MWI 8621.1 *Close Call and Mishap Reporting and Investigation Program*

15.3 **CONTENTS**: The reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:

a. MSFC Form 4370, “MSFC Flash Mishap Report.”
b. NASA Form 1627, “NASA Mishap Report.”
c. MSFC Form 4371, “MSFC Contractor Safety Statistics.”
d. Mishap Board Report using the format provided in NPR 8621.1.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
23	See Block 16C	See Page 3	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Adm: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 3

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)* Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY */s/ Original Signed by Sherry K. Davidson* *(Signature of Contracting Officer)*	12/21/2006

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$778,175	$837,056	$531,965	$67,807,684	$114,903,277
This Mod	0	0	0	0	(1,255,584)	1,173,971	(837,056)	811,944	(106,725)	23,777,634
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$138,680,911

Description of Modification

The purpose of this modification is to provide $23,777,634 in incremental funding and extend the estimated funding coverage date through June 20, 2007, pursuant to Clause 52.232-22, Limitation of Funds. It also is to update Clause B-2, Estimated Cost, Performance and Award Fee, to provide additional information for the Summation of Task Orders for Period 2, 04/01/2006 – 09/29/2006; revise Attachment J-7-1 to add a side note. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $23,777,634 from 114,903,277 to $138,680,911. Clause B.4 shown in Mod 21 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 23), is substituted in lieu thereof

2. Revise Clause B.2, ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE by providing performance and award fee for the period of April 1, 2006 through September 29, 2006. Clause B.2., shown in Mod 18 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2 (Mod 23), is substituted in lieu thereof.

3. The performance fee was processed in this modification for the contractor's evaluation period 2 dated April 1, 2006 – September 29, 2006. Of the total performance fee available, $1,255,584 was applicable to this evaluation period. Based on the contractor's evaluation score of 93.5%, the contractor earned a performance fee of $1,173,971 with $81,613 in unearned performance fee. Of the total award fee available, $837,056 was applicable to this evaluation period. Based on the contractor's evaluation score of 97.0%, the contractor earned a performance fee of $811,944 with $25,112 in unearned award fee. The total contract value decreased in the amount of $106,725 from $67,807,684 to $67,700,959.

4. Revise Attachment J-7-1, INSTALLATION-PROVIDED PROPERTY AND SERVICES, to add a side note regarding telecommunication devices.

5. The contract de-obligation was per Gloria Carr's requests dated December 18, 2006.

6. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.2, ESTIMATED COST	B-2 (Mod 23)	B-2 (Mod 22)
B.4, CONTRACT FUNDING	B-4 (Mod 23)	B-4 (Mod 21)
J-7-1, INSTALLATION-PRO	J-7-1 (Mod 23)	J-7-1 (BASIC)

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200175652	136905.02.99.02.08.06	62ER33	ESAX22006D	-$2,500
4200174508	136905.08.04.02.08.09	62ER32	ESAX22006D	-$52,308
4200181877	136905.08.04.01.08.08	62ER42	ESAX22007D	$54,606
	136905.08.05.06.02.08	62ER42	ESAX22007D	$130,025
	136905.08.05.05.03.08	62ER43	ESAX22007D	$1,215
	136905.02.04.08.11	62EV11	ESAX22007D	$56,130
	136905.02.04.08.02	62EV11	ESAX22007D	$52,819
	136905.08.05.02.01.08	62EV11	ESAX22007D	$437,693
	136905.08.01.04	62EV11	ESAX22007D	$130,063
	136905.02.04.08.03	62EV12	ESAX22007D	$59,248
	136905.08.05.02.02.08	62EV12	ESAX22007D	$96,551
	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$1,081,003
	136905.02.07.08.04	62EV12	ESAX22007D	$9,445
	136905.02.05.08.05	62EV12	ESAX22007D	$13,090
	136905.08.05.06.01.08	62ER33	ESAX22007D	$907,025
	136905.08.05.04.03.08	62ER34	ESAX22007D	$25,209
	136905.08.05.04.02.08	62ER34	ESAX22007D	$24,875
	136905.08.05.05.01.08	62ER34	ESAX22007D	$109,618
	136905.08.05.06.01.08	62ER34	ESAX22007D	$66,069
	136905.08.05.04.06.08	62ER34	ESAX22007D	$49,984
	136905.08.05.04.07.08	62ER34	ESAX22007D	$16,660
	136905.08.05.06.03.08	62ER41	ESAX22007D	$113,006
	136905.08.04.01.08.02	62ER41	ESAX22007D	$31,155
	136905.08.05.04.01.08	62ER41	ESAX22007D	$85,459
	136905.08.05.06.01.08	62ER41	ESAX22007D	$812
	136905.02.04.08.07	62ER42	ESAX22007D	$134,193
	136905.02.07.08.05	62EV12	ESAX22007D	$581,353
	136905.08.05.02.04.08	62EV33	ESAX22007D	$185,144
	136905.08.05.02.04.08	62EV42	ESAX22007D	$16,058
	136905.08.01.04	62EV61	ESAX22007D	$82,388
	136905.02.01.08.04	62EV61	ESAX22007D	$285,772
	136905.08.05.02.01.08	62EV61	ESAX22007D	$110,020
	136905.02.01.08.02	62EV61	ESAX22007D	$128,488

	136905.08.05.02.03.08	62EV61	ESAX22007D	$2,610
	136905.02.01.08.03	62EV61	ESAX22007D	$83,710
	136905.10.10.10.30	62EV61	ESAX22007D	$72,258
	136905.08.01.04	62EV62	ESAX22007D	$109,800
	136905.08.05.02.02.08	62EV62	ESAX22007D	$245,558
	136905.01.01.08	62JP01	ESAX22007D	$11,171
	136905.08.04.01.08.02	62EV12	ESAX22007D	$29,846
	136905.08.05.02.01.08	62EV12	ESAX22007D	$62,710
	136905.08.05.09.01.08	62EV22	ESAX22007D	$1,415,451
	136905.08.01.03	62EV22	ESAX22007D	$17,892
	136905.08.05.08.02.08	62EV23	ESAX22007D	$54,003
	136905.08.05.08.06.08	62EV24	ESAX22007D	$96,719
	136905.08.05.08.01.08	62EV24	ESAX22007D	$178,776
	136905.08.05.03.03.01.08	62EV31	ESAX22007D	$594,228
	136905.02.04.08.04	62EV31	ESAX22007D	$156,224
	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$440,687
	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$187,292
	136905.08.05.02.02.08	62EV32	ESAX22007D	$89,170
	136905.08.05.05.01.08	62ER33	ESAX22007D	$352,267
	136905.08.05.12.02.08	62EM10	ESAX22007D	$258,684
	136905.08.05.12.01.08	62EM20	ESAX22007D	$26,236
	136905.08.05.12.02.08	62EM20	ESAX22007D	$63,748
	139905.08.04.01.08.02	62EM20	ESAX22007D	$25,000
	136905.08.05.12.01.08	62EM30	ESAX22007D	$6,322
	136905.08.05.12.02.08	62EM30	ESAX22007D	$136,644
	136905.08.04.01.08.02	62EM30	ESAX22007D	$25,000
	136905.08.05.12.01.08	62EM40	ESAX22007D	$199,934
	136905.08.05.12.07.08	62EM40	ESAX22007D	$152,059
	136905.08.05.11.01.05.08	62EO60	ESAX22007D	$413,718
	136905.08.05.04.01.08	62ER21	ESAX22007D	$106,507
	136905.08.05.04.04.08	62ER21	ESAX22007D	$199,965
	136905.08.05.12.01.08	62ED03	ESAX22007D	$1,061
	136905.08.05.11.01.02.08	62EI11	ESAX22007D	$117,776
	136905.02.06.08.01	62EI13	ESAX22007D	$18,726
	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$58,000
	136905.08.05.08.08.01.08	62EI21	ESAX22007D	$25,876
	136905.08.05.08.01.08	62EI24	ESAX22007D	$112,544
	136905.08.05.11.01.02.08	62EI24	ESAX22007D	$6,952
	136905.08.05.09.01.08	62EI32	ESAX22007D	$210,113
	136905.08.04.01.08.07	62EI42	ESAX22007D	$21,000
	136905.08.05.12.01.08	62EM03	ESAX22007D	$74,950
	136905.08.04.02.08.02	62EM10	ESAX22007D	$124,000
	136905.08.05.12.01.08	62EM10	ESAX22007D	$68,157
	136905.08.01.11	62ER22	ESAX22007D	$473,545
	136905.08.05.04.03.08	62ER33	ESAX22007D	$93,664
	136905.08.05.04.04.08	62ER33	ESAX22007D	$97,458
	136905.08.01.11	62ER33	ESAX22007D	$184
	136905.08.05.06.02.08	62ER33	ESAX22007D	$26,198

	136905.08.05.06.03.08	62ER33	ESAX22007D	$13,345
	136905.08.05.06.05.08	62ER33	ESAX22007D	$78,838
	136905.08.05.07.01.08	62ER33	ESAX22007D	$50,191
	136905.08.04.01.08.05	62ER33	ESAX22007D	$48,071
	206518.02.99.01.08.04	62ER31	ESAX22006D	$38,881
	136905.08.04.01.08.06	62ER33	ESAX22007D	$117
	136905.02.99.02.08.06	62ER33	ESAX22007D	$117
	136905.10.10.80.40.10	62ER33	ESAX22007D	$25,302
	136905.08.05.04.06.08	62ER22	ESAX22007D	$48,369
	136905.08.05.04.07.08	62ER22	ESAX22007D	$48,123
	136905.08.05.06.02.08	62ER23	ESAX22007D	$312,282
	136905.08.05.05.03.08	62ER23	ESAX22007D	$281,799
	136905.08.05.06.01.08	62ER23	ESAX22007D	$626,413
	850661.02.99.03.08	62ER24	ESAX22006D	$50,642
	136905.08.05.04.01.08	62ER33	ESAX22007D	$135,916
	136905.08.05.05.06.08	62ER33	ESAX22007D	$50,754
	136905.08.05.05.04.08	62ER33	ESAX22007D	$8,200
	136905.08.05.05.03.08	62ER33	ESAX22007D	$16,886
	136905.08.05.06.01.08	62ER32	ESAX22007D	$37,250
	136905.08.05.05.01.08	62ER32	ESAX22007D	$37,250
	136905.08.01.02.01	62JP20	ESAX22007D	$491,652
	136905.08.05.01.08	62JP30	ESAX22007D	$120,790
	136905.08.05.02.01.08	62JP30	ESAX22007D	$125,215
	136905.08.05.05.01.08	62JP30	ESAX22007D	$65,619
	136905.08.05.08.01.08	62JP30	ESAX22007D	$88,344
	136905.08.05.11.01.01.08	62JP30	ESAX22007D	$159,041
	136905.08.04.01.08.01	62JP50	ESAX22007D	$432,866
	206518.02.99.01.08.01	62JP02	ESAX22006D	$262,288
	206518.02.99.01.08.04	62ER31	ESAX22006D	$38,881
	136905.02.99.02.08.04	62ER42	ESAX22006D	$9,000
	136905.02.99.02.08.06	62ER33	ESAX22006D	$75,510
	136905.02.99.02.08.07	62ER32	ESAX22006D	$85,000
	136905.02.08.08.03	62JP10	ESAX22007D	$58,087
	136905.01.01.08	62JP01	ESAX22007D	$2,124,710
	136905.02.06.08.01	62JP10	ESAX22007D	$188,258
	136905.02.04.08.01	62JP10	ESAX22007D	$220,338
	136905.10.10.10.10	62JP02	ESAX22007D	$207,749
	136905.10.30.10	62JP02	ESAX22007D	$99,244
	136905.10.20.10	62JP02	ESAX22007D	$154,401
	136905.10.10.10.30	62JP02	ESAX22007D	$254,816
	136905.02.02.08.01	62JP10	ESAX22007D	$130,048
	136905.02.08.08.01	62JP10	ESAX22007D	$155,517
	136905.10.10.80.50.40	62JP02	ESAX22007D	$1,994,577
	136905.10.10.80.50.50	62JP02	ESAX22007D	$36,651
	136905.02.08.08.02	62JP10	ESAX22007D	$162,665
4200182639	069256.02.03.03.08.02	62VP33	ESAX22006D	$400,000

4200183031	843515.02.01.08.05.08.03	62EM20	EXCX22006D	$49,000
	843515.02.01.08.05.08.02	62EM20	EXCX22006D	$33,812
	843515.02.01.08.05.03.03	62EM20	EXCX22006D	$100,000
	763115.08.04.01.06	62EM10	EXCX22007D	$75,000
	524238.08.01.01.03	62EM10	EXCX22007D	$80,000
	401769.06.08.02.04.02	62EM20	EXCX22006D	$10,000
	520871.08.01.01.02	62EM30	EXCX22006D	$10,000
4200183039	136905.02.99.05.08.02	62ER33	ESAX22006D	$28,000
	136905.02.99.05.08.02	62ER34	ESAX22006D	$15,000
	136905.02.99.05.08.03	62ER34	ESAX22006D	$15,000
	136905.02.99.05.08.04	62ER34	ESAX22006D	$15,000
	136905.02.99.05.08.04	62ER41	ESAX22006D	$49,000
	136905.02.99.05.08.03	62ER41	ESAX22006D	$42,000
4200183171	401769.06.03.07.03.03	62EV13	EXCX22006D	$20,000
	197009.10.01.01.11	62EV31	EXCX22006D	$52,000
	197009.10.01.01.06	62EV12	EXCX22006D	$85,000
	524238.08.01.01.03	62EV12	EXCX22006D	$6,460
	197009.10.01.01.03	62EV13	EXCX22006D	$28,500
	197009.10.01.01.04	62EV13	EXCX22006D	$41,720
	939904.06.08.01	62EV13	EXCX22006D	$14,350
	197009.10.01.01.10	62EV31	EXCX22006D	$125,000
4200183226	321878.04.08.04.03.04.08	62ER32	ESAX22006D	$30,000
	698671.01.08.06.19	62ER33	ESAX22007D	$24,000
	197009.10.02.01.02	62ER43	EXCX22006D	$150,000
	520871.08.01.01.02	62ER22	EXCX22006D	$78,039
4200182558	763115.08.04.01.01	62ET01	ESAX22007D	$86,000
	763115.08.04.01.01	62ET10	ESAX22007D	$90,000
	763115.08.04.01.01	62ET30	ESAX22007D	$10,000
			TOTAL	$23,777,634

B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential performance fee is **$ See Below*** . The maximum potential award fee is **$ See Below*** . Total estimated cost, maximum potential performance fee, and maximum potential award fee are **$ See Below*** .

In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract Period Covered	*** Total Estimated Cost	Maximum Potential Performance Fee (60%)	Total Performance Fee Earned	Maximum Potential Award Fee (40%)	Total Award Fee Earned	**Total Task Order Value**
Base Year**						
10/15/2006 – 03/31/2006	$23,211,160	$0	$778,175	$0	$531,965	**$24,521,300**
04/01/2006 – 09/29/2006	$41,193,744	$0	$1,173,971	$0	$811,944	$43,179,659
Option 1****						
Fee Period 3						
Option 2****						
Fee Period 4						
Option 3****						
Fee Period 5						
Option 4****						
Fee Period 6						
TOTALS	$64,404,904	$0	$1,952,146	$0	$1,343,909	**$67,700,959**

** = 6 month evaluation periods
*** = Includes cost associated with PWS 1.1.
**** = 12 month evaluation periods

(End of clause)

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $138,680,911. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through June 20, 2007.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$114,903,277	$23,777,634	$138,680,911

(End of Clause)

ATTACHMENT J-7

INSTALLATION-PROVIDED PROPERTY AND SERVICES

The Government will provide the use of the following property and services to all on-site personnel under this contract as necessary. These items include, but may not be limited to, the following:

(1) Computer workstations (one seat license per person under MSFC's Outsourcing Desktop Initiative for NASA (ODIN) contract) and associated maintenance (general and specialized)

(2) Document Reproduction Equipment

(3) Plotters, scanners and printers

(4) Application software

(5) Specialized Commercial-Off-The-Shelf (COTS) software (AutoCad, RadCad, ANSYS, Pro-E, etc.) as required to meet specific MSFC program/project objectives

(6) Adequate work space and appropriate office furniture including technical work rooms, conference rooms, and storage areas

(7) Custodial and maintenance services

(8) A government vehicle (at MSFC) as needed for local travel

(9) Taxi service

(10) Use of equipment, in test and laboratory facilities, required to provide requested services

(11) The following intellectual property developed under the previous Science and Engineering Service contracts with MSFC (NAS8-37814, NAS8-40836 and NAS8-00187):

- Dynamic Memory Management Systems (DMMS)
- Forth Source Code Analysis Tool Set (FSCATS)
- Quick and Unusually Easy Repository Search (QUERYS)
- Source Lines of Code Count (SLOCC)
- Generalized Fluid System Simulation Program (GFSSP)

(12) Telephones for official use

(Note: The Government anticipates no specific requirement for telecommunications devices (e.g., cellular phones, pagers, and personal data assistants) beyond that of managerial / administrative functions for normal business operations, and will not provide such devices. However, in the event telecommunications devices are required to access NASA information technology (IT) systems or services (e.g., mail), those devices shall be provided by the Government after obtaining Contracting Officer and COTR approval.)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
24	See Block 16C	See Page 3	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓) X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C

10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 2

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*	
		Kimberly S. Carson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/ Original Signed by Kimberly S. Carson	01/10/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$138,680,911
This Mod	0	0	0	0	0	0	0	0	0	306,415
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$138,987,326

Description of Modification

The purpose of this modification is to provide $306,415 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. It also is to insert clause 1852.245-76, LIST OF GOVERNMENT FURNISHED PROPERTY and Attachment J-19, LIST OF GOVERNMENT-FURNISHED PROPERTY into the contract. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $306,415 from 138,680,911 to $138,987,326. Clause B.4 shown in Mod 23 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 24), is substituted in lieu thereof

2. Revise Clause G.6., by inserting NFS 1852.245-76, LIST OF GOVERNMENT FURNISHED PROPERTY into the contract. Clause G.6., shown in Mod 15 is hereby deleted in its entirety and the revised Clause G.6., shown on the enclosed replacement page G-6 (Mod 24), is substituted in lieu thereof.

3. Insert Attachment J-19, LIST OF GOVERNMENT FURNISHED PROPERTY into the contract to provide details (Item, Quantity, Acquisition Cost, and Date furnished to contractor) of the government furnished property. Attachment J-19, an addition to the basic contract, is shown in the enclosed addition pages J-19-1 thru J-19-2 (Mod 24).

4. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 23)	B-4 (Mod 21)
G.6, LIST OF GFP	G-6 thru G-9 (Mod 24)	G-6 thru G-9 (Mod 15)
J-19, LIST OF GFP	J-19-1 thru J-19-2 (Mod 24)	N/A

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200184839	698671.01.08.08	62QD40	ESAX22007D	$214,856
	197009.10.01.01.06	62VP63	ESAX22006D	$75,000
4200184858	791926.02.03.01.05	62VP62	ESAX22006D	$5,000
	399131.02.01.01.22	62VP62	ESAX22006D	$10,000
	889836.04.21	62VP62	ESAX22006D	$1,559
			TOTAL	$306,415

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $138,987,326. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through June 20, 2007.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$138,680,911	$306,415	$138,987,326

(End of Clause)

month of September, if necessary, to ensure the NF 1018 is received when due. However, contractor procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of Clause)

G.6 1852.245-76 LIST OF GOVERNMENT-FURNISHED PROPERTY (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment 19 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at (b)(4) (b)(4) and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

Item	Quantity	Acquisition Cost	Date to be Furnished to the Contractor

See Attached J-19

(End of Clause)

G.7 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation, which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls, both local and long distance.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-7. The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation facility services

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

G.8 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 1999)

(a) It is anticipated that performance of the requirements of this contract will require employees' access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, Contractor Badge/Decal Application. Requests for badging shall be submitted to the appointed Contracting Officer's Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.9 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

	Title	Office Code
New Technology Representative	Chief, Technology Utilization	ED03 MSFC, AL 35812
Patent Representative	Chief, Intellectual Property Counsel	LS01 MSFC, AL 35812

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

[END OF SECTION]

ATTACHMENT J-19

LIST OF GOVERNMENT-FURNISHED PROPERTY

ITEM #	ITEM NAME, MANUFACTURER, MODEL, SERIAL NUMBER	ECN	QUANITY	UNIT PRICE	TOTAL PRICE	DATE FURNISHED TO CONTRACTOR
1	16 SLOT ENCODER UNIT, TELETRONICS TECHNOLOGY CORP.,CDAU-2016, 114021	2102232	1	$6,287.00	$6,287.00	12/15/2006
2	16 SLOT ENCODER UNIT, TELETRONICS TECHNOLOGY CORP.,CDAU-2016, 113376		1	$6,287.00	$6,287.00	12/15/2006
3	POWER UNIT, TELETRONICS TECHNOLOGY CORP., PSM-2002, 111323		1	$11,459.00	$11,459.00	12/15/2006
4	POWER UNIT, TELETRONICS TECHNOLOGY CORP., PSM-2002, 111330		1	$11,459.00	$11,459.00	12/15/2006
5	REMOTE CARD INTERFACE, TELETRONICS TECHNOLOGY CORP., RCI-105, 109309		1	$5,230.00	$5,230.00	12/15/2006
6	REMOTE CARD INTERFACE, TELETRONICS TECHNOLOGY CORP., RCI-105, 109882		1	$5,230.00	$5,230.00	12/15/2006
7	MASTER CARD INTERFACE, TELETRONICS TECHNOLOGY CORP., MCI-105, 109536		1	$4,556.00	$4,556.00	12/15/2006
8	GPS RECEIVER CARD, TELETRONICS TECHNOLOGY CORP., GPS-100-1, 114493		1	$7,776.00	$7,776.00	12/15/2006
9	16 CH A/D PROGRAM FILTER CARD, TELETRONICS TECHNOLOGY CORP., SCD-116D, 119109		1	$7,111.00	$7,111.00	12/15/2006
10	16 CH A/D PROGRAM FILTER CARD, TELETRONICS TECHNOLOGY CORP., SCD-116D, 124542		1	$7,111.00	$7,111.00	12/15/2006
11	16 CH THERMOCOUPLE COND CARD, TELETRONICS TECHNOLOGY CORP., TCD-116-6, 111079		1	$3,776.00	$3,776.00	12/15/2006

12	8 CH A/D SIGNAL COND FILTER CARD, TELETRONICS TECHNOLOGY CORP., SCD-108P-1, 106892/107017		1	$4,946.00	$4,946.00	12/15/2006
13	8 CH A/D SIGNAL COND FILTER CARD, TELETRONICS TECHNOLOGY CORP., SCD-108P-1, 106925/107195		1	$4,946.00	$4,946.00	12/15/2006
14	48 CH DISCRETE CARD, TELETRONICS TECHNOLOGY CORP., BLS-148, 106263		1	$4,166.00	$4,166.00	12/15/2006
15	COLD JUNCTION COMPENSATION BLOCK, TELETRONICS TECHNOLOGY CORP., RJC-800, 104179		1	$231.00	$231.00	12/15/2006
16	COLD JUNCTION COMPENSATION BLOCK, TELETRONICS TECHNOLOGY CORP., RJC-800, 104180		1	$231.00	$231.00	12/15/2006
17	CDAU-2016 OPERATION & MAINTENANCE MANUAL, TELETRONICS TECHNOLOGY CORP.		1	$100.00	$100.00	12/15/2006
				TOTAL	**$58,284.00**	

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
16	1 of 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
25	See Block 16C	See Page 3 - 5	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*	10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED *(SEE ITEM 13)*
			NNM05AB50C	
X				09/28/2005

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 Page 3 - 6

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*	
		Kimberly S. Carson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/ Original Signed by Kimberly S. Carson	02/02/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$138,987,326
This Mod	0	0	0	0	0	0	0	0	0	18,148,662
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$157,135,988

Description of Modification

The purpose of this modification is to provide $18,148,662 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $18,148,662 from 138,987,326 to $157,135,988. Clause B.4 shown in Mod 24 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 25), is substituted in lieu thereof

2. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 25)	B-4 (Mod 24)

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200172400	953033.03.08.02	62ED03	ESAX22006D	($198,679)
	953033.04.08.01	62ED03	ESAX22006D	($704,826)
4200183750	033801.08.01	62VP01	ESAX22006D	$77,000
	637495.06.02.01.08.01	62VP34	EXCX22007D	$180,000
	132438.01.10.01	62VP40	ESAX22007D	$50,000.00
4200185613	197009.10.02.01.02	62EM40	EXCX22006D	$30,000.00
	931164.08.04.01.06	62EM10	EXCX22007D	$50,000.00
	843515.02.02.11.08	62EM20	EXCX22006D	$30,000.00
	522632.08.01.01	62EM10	EXCX22006D	$28,600.00
	524238.08.01.01.03	62EM10	EXCX22007D	$98,000.00
	698671.04.08	62EM10	ESAX22007D	$20,000.00
	599489.02.07.08.01	62EM10	ESAX22006D	$2,484.00
	522094.08.01.01.03.01	62EM10	EXCX22007D	$32,490.00
4200186801	524238.08.01.01.03	62ET10	EXCX22007D	$40,000.00
	931164.08.04.01.01	62ET10	EXCX22007D	$6,761.00
	931164.08.04.01.01	62ET20	EXCX22007D	$13,000.00
	931164.08.04.01.01	62ET30	EXCX22007D	$55,239.00
4200186849	516572.04.06.01.02	62EI53	ESAX22007D	$120,000.00
	516572.04.06.02.01	62EI53	ESAX22007D	$97,886.00
	516572.04.06.01.04	62EI12	ESAX22007D	$38,099.00
	516572.04.06.01.01	62EI53	ESAX22007D	$172,669.00
	401769.06.03.07.04.04	62EI24	EXCX22007D	$100,000.00
	939904.01.08.02	62EI42	EXCX22007D	$34,000.00
	604746.01.98.08.16	62EI22	ESAX22006D	$40,000.00
	401769.06.08.02.04.02	62EI13	EXCX22007D	$30,000.00
	401769.06.08.02.04.02	62EI12	EXCX22007D	$10,000.00
	401769.06.03.03.02.07	62EI53	EXCX22007D	$60,000.00
	401769.06.03.03.02.07	62EI32	EXCX22007D	$10,000.00
	401769.06.03.03.02.07	62EI13	EXCX22007D	$25,000.00
	401769.06.03.03.02.07	62EI12	EXCX22007D	$30,000.00
	522632.08.01.01	62EI24	EXCX22006D	$25,000.00
	197009.10.01.01.05	62EI24	EXCX22006D	$25,000.00
	763115.08.04.01.05	62EI03	EXCX22007D	$58,933.00
4200187212	516572.04.06.01.04	62VP33	ESAX22007D	$20,000.00
	401769.06.03.03.02.07	62VP34	EXCX22007D	$50,000.00
	401769.06.08.02.04.02	62VP34	EXCX22007D	$20,000.00
	825080.05.06.01	62VP35	ESAX22007D	$15,500.00
	346620.01.01.01	62VP51	ESAX22007D	$216,000.00
	627989.06.02.01.02.03	62VP34	EXCX22006D	$42,920.00

4200187214	136905.02.99.01.08	62ER24	ESAX22006D	$50,000.00
4200187372	136905.02.99.05.08.03	62ER42	ESAX22006D	$57,000.00
	136905.02.99.05.08.02	62ER34	ESAX22006D	$15,000.00
	136905.02.99.05.08.03	62ER34	ESAX22006D	$15,000.00
	136905.02.99.05.08.04	62ER34	ESAX22006D	$15,000.00
	136905.02.99.05.08.04	62ER41	ESAX22006D	$3,500.00
	136905.02.99.05.08.03	62ER41	ESAX22006D	$42,000.00
	069256.02.99.08.08	62ER32	ESAX22006D	$51,000.00
4200187374	825080.05.06.01	62EI24	ESAX22006D	$15,500.00
	825080.05.06.01	62EI24	ESAX22007D	$15,500.00
	691633.01.08.01	62ED03	EXCX22007D	$50,000.00
4200187375	136905.08.05.12.07.08	62EM20	ESAX22007D	$20,781.00
	136905.08.05.12.02.08	62EM10	ESAX22007D	$6,604.00
	136905.08.05.12.01.08	62EM10	ESAX22007D	$77,369.50
	136905.08.04.01.08.08	62ER43	ESAX22007D	$48,419.00
	136905.08.05.06.02.08	62ER42	ESAX22007D	$2,026.50
	136905.08.04.01.08.08	62ER42	ESAX22007D	$40,000.00
	136905.08.04.01.08.08	62ER41	ESAX22007D	$65,000.00
	136905.08.04.01.08.05	62ER41	ESAX22007D	$65,000.00
	136905.08.05.06.03.08	62ER41	ESAX22007D	$49,507.50
	136905.08.05.04.02.08	62ER34	ESAX22007D	$1,889.50
	136905.08.01.03	62ER33	ESAX22006D	$117.00
	136905.08.04.01.08.10	62ER32	ESAX22007D	$5,000.00
	136905.08.04.01.08.08	62ER31	ESAX22007D	$63,000.00
	136905.08.05.04.06.08	62ER22	ESAX22007D	$23,878.50
	136905.08.01.11	62ER22	ESAX22006D	$200,000.00
	136905.10.10.10.10	62JP10	ESAX22006D	$200,000.00
	136905.02.99.02.08.08	62ER41	ESAX22006D	$32,910.00
	136905.02.99.02.08.04	62ER42	ESAX22006D	$46,776.00
	136905.02.99.02.08.04	62ER41	ESAX22006D	$42,500.00
	136905.08.01.09	62JP20	ESAX22006D	$120,000.00
	136905.08.01.04	62JP20	ESAX22006D	$115,000.00
	136905.10.10.80.50.50	62JP10	ESAX22007D	$100,000.00
	136905.10.10.80.50.40	62JP10	ESAX22006D	$7,500,000.00
	136905.10.10.10.10	62JP10	ESAX22007D	$20,000.00
	136905.08.05.10.02.08	62ET40	ESAX22007D	$52,269.00
	136905.02.07.08.05	62EO60	ESAX22007D	$185,000.00
	136905.08.05.11.01.05.08	62EO60	ESAX22007D	$149,626.16
	136905.08.05.12.02.08	62EM30	ESAX22007D	$37,499.50
	136905.08.05.12.01.08	62EM30	ESAX22007D	$9,999.50
	136905.08.05.12.02.08	62EM20	ESAX22007D	$29,999.50
	136905.08.05.02.04.08	62EV41	ESAX22007D	$246,349.00
	136905.08.05.10.03.08	62EV35	ESAX22007D	$85,798.50
	136905.02.04.08.06	62EV33	ESAX22007D	$504,000.00
	136905.02.04.08.05	62EV32	ESAX22007D	$105,000.00

	136905.08.05.02.02.08	62EV32	ESAX22007D	$3,848.07
	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$115,398.50
	136905.08.05.03.03.01.08	62EV31	ESAX22007D	$18,269.50
	136905.08.05.09.01.08	62EV22	ESAX22007D	$4,761,927.50
	136905.02.06.08.03	62EV22	ESAX22007D	$170,000.00
	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$3,140.26
	136905.02.07.08.04	62EV12	ESAX22007D	$9,000.00
	136905.02.04.08.03	62EV12	ESAX22007D	$163,500.00
	136905.08.01.04	62EV11	ESAX22007D	$100,000.00
	136905.02.04.08.02	62EV11	ESAX22007D	$100,000.00
	136905.02.06.08.05	62EI24	ESAX22007D	$22,000.00
	136905.08.04.01.08.07	62ER21	ESAX22007D	$80,000.00
	136905.08.04.01.08.04	62ER21	ESAX22007D	$48,000.00
	136905.08.04.01.08.02	62ER21	ESAX22007D	$75,000.00
	136905.08.05.04.03.08	62ER21	ESAX22007D	$73,854.50
	136905.08.05.04.02.08	62ER21	ESAX22007D	$30,484.50
	136905.08.05.04.01.08	62ER21	ESAX22007D	$7,733.50
	136905.02.02.08.03	62EV62	ESAX22007D	$37,000.00
	136905.02.02.08.02	62EV62	ESAX22007D	$50,000.00
	136905.08.04.01.08.02	62EV61	ESAX22007D	$11,736.00
	136905.08.05.02.05.08	62EV61	ESAX22007D	$109,564.73
	136905.08.05.02.01.08	62EV61	ESAX22007D	$104,285.00
	136905.08.05.02.04.08	62EV42	ESAX22007D	$18,780.50
	136905.02.04.08.09	62EV41	ESAX22007D	$330,000.00
	136905.08.05.07.01.08	62EV41	ESAX22007D	$41,673.50
	136905.08.05.02.01.08	62EV41	ESAX22007D	$28,770.00
4200187674	872663.06.08	62ED03	ESAX22006D	$2,800.00
			TOTAL	$18,148,662

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $157,135,988. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through August 31, 2007.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$138,987,326	$18,148,662	$157,135,988

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
16	1 of 8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
26	See Block 16C	See Page 3 - 8	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Sverdrup Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Sverdrup Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED *(SEE ITEM 11)*	10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED *(SEE ITEM 13)*
			NNM05AB50C	
X				09/28/2005

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 Page 3 - 8

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*	
		Kimberly S. Carson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/ Original Signed by Kimberly S. Carson	02/26/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$157,135,988
This Mod	0	0	0	0	0	0	0	0	0	21,987,509
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$179,123,497

Description of Modification

The purpose of this modification is to provide $21,987,509 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $21,987,509 from 157,135,988 to $179,123,497. Clause B.4 shown in Mod 25 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 26), is substituted in lieu thereof

2. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 26)	B-4 (Mod 25)

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200174618	953033.04.08.01	62ED02	ESAX22006D	($252,000)
4200174618	931164.08.04	62ER01	ESAX22006D	($71,920)
4200187212	825080.05.06.01	62VP35	ESAX22007D	($15,500)
4200187374	825080.05.06.01	62EI24	ESAX22006D	($15,500)
4200187477	591158.02.99.06.08	62VP52	ESAX22006D	$56,500
4200187821	083229.02.99.03.08	62ER32	ESAX22006D	$69,000
	329231.01.10.08	62ER43	ESAX22007D	$50,000
	522632.08.01.01	62ER33	EXCX22006D	$103,490
	522094.08.01.01.01	62ER33	EXCX22007D	$81,000
	197009.10.01.01.12	62ER33	EXCX22006D	$58,000
	321878.04.08.04.02.04.08	62ER23	ESAX22006D	$125,000
	522094.08.01.01.03.01	62ER21	EXCX22007D	$140,000
	520871.08.01.01.02	62ER43	EXCX22007D	$121,000
	644423.06.34.03.10.08	62ER50	ESAX22006D	$190,022
	520871.08.01.01.02	62ER50	EXCX22007D	$146,001
	522632.08.01.01	62ER50	EXCX22006D	$18,001
	524238.08.01.01.03	62ER33	EXCX22007D	$78,000
	644423.06.34.03.10.08	62ER33	ESAX22006D	$85,000
4200188128	816886.08.01.02	62AS10	EXCX02007D	$45,000
	685676.01.08.05	62EM30	ESAX22006D	$5,000
	892182.01.08.06.0754.01	62EM50	EXCX22007R	$2,500
	524238.08.01.01.03	62EM30	EXCX22007D	$20,000
	524238.08.01.01.03	62EM10	EXCX22007D	$100,000
	524238.08.01.01.03	62EM20	EXCX22007D	$15,000
	197009.10.02.01.04	62EM40	EXCX22007D	$86,421
4200188361	651549.02.06.06.03	62VP62	ESAX22006D	$10,000
	791926.02.01.01.03	62VP62	ESAX22006D	$15,399
4200188531	044014.02.99.02.01	62VP63	ESAX22006D	$275,000
4200188843	197009.10.02.01.02	62EV32	EXCX22006D	$40,000
	763115.08.04.01.01	62EV32	EXCX22007D	$7,047
	763115.08.04.01.01	62EV30	EXCX22007D	$17,000
	411011.01.01.01.02	62EV61	EXCX22007D	$32,376
	524238.08.01.01.03	62EV12	EXCX22007D	$20,000
	197009.10.01.01.06	62EV12	EXCX22006D	$68,000
	644423.06.34.01.08	62EV61	ESAX22007D	$32,000
	524238.08.01.01.03	62EM40	EXCX22007D	$1,978
	397424.07.02.01.04	62EV13	ESAX22007D	$58,033
	197009.10.01.01.03	62EV13	EXCX22007D	$100,000

	644423.02.99.01.08	62VP33	ESAX22006D	$30,813
	397424.07.02.01.03	62EV34	ESAX22007D	$50,530
	522632.08.01.01	62EV32	EXCX22006D	$48,000
	401769.06.01.02.03	62EV23	EXCX22007D	$8,328
	197009.10.01.01.10	62EV31	EXCX22006D	$250,000
	197009.10.01.01.11	62EV31	EXCX22006D	$30,000
	401769.06.03.07.03.03	62EV13	EXCX22007D	$40,000
	197009.10.01.01.04	62EV13	EXCX22006D	$74,200
	197009.10.01.01.03	62EV13	EXCX22006D	$96,500
	524238.08.01.01.03	62EV31	EXCX22007D	$105,000
	401769.06.01.01.08	62EV34	EXCX22007D	$35,000
	843515.02.01.08.05.08.03	62EV32	EXCX22006D	$15,000
4200190010	604746.02.06.10.08	62EV12	ESAX22006D	$76,000
	604746.02.06.06.08	62EV13	ESAX22006D	$204,000
	604746.01.01.02.15.08	62VP31	ESAX22006D	$575,000
	604746.02.06.06.08	62EV13	ESAX22007D	$40,000
4200190224	763115.08.04.01.01	62ET02	ESAX22007D	$20,000
	522094.08.01.01.03.01	62ET30	EXCX22007D	$12,971
	763115.08.04.01.01	62ET02	EXCX22007D	$30,000
4200190241	604746.01.98.08	62EI22	ESAX22006D	$10,000
	522094.08.01.01.03.01	62EI42	EXCX22007D	$20,000
	981155.03.08	62EI32	EXCX22006D	$106,777
	522632.08.01.01	62EI42	EXCX22006D	$32,600
	939904.01.08.02	62EI42	EXCX22007D	$58,500
	378710.05.02	62EI62	ESAX22007D	$150,000
	401769.06.03.07.02.03	62EI53	EXCX22007D	$90,000
	401769.06.03.07.04.04	62EI24	EXCX22007D	$100,000
	401769.06.08.02.04.02	62EI13	EXCX22007D	$70,000
	401769.06.03.03.02.07	62EI13	EXCX22007D	$10,000
	401769.06.01.01.08	62EI13	EXCX22007D	$21,391
	401769.06.01.01.08	62EI12	EXCX22007D	$30,000
	401769.06.08.02.04.02	62EI12	EXCX22007D	$10,000
	401769.06.03.03.02.07	62EI12	EXCX22007D	$30,949
4200190329	197009.10.01.01.10	62MP71	EXCX22006D	$29,574
	667560.08.01.01	62QD20	EXCX22006D	$600
	292487.09.08.01	62AS01	ESAX22007D	$14,000
	378710.05.02	62VP52	ESAX22006D	$12,000
4200190145	136905.08.04.01.08.08	62ER42	ESAX22007D	$71,732
	136905.08.05.06.02.08	62ER42	ESAX22007D	$23,264
	136905.08.01.11	62ER42	ESAX22006D	$30,000
	136905.08.05.05.03.08	62ER43	ESAX22007D	$8,821
	136905.08.04.01.08.08	62ER42	ESAX22007D	$41,453

	136905.08.05.10.02.08	62ET40	ESAX22007D	$26,135
	136905.10.10.80.40.20	62ET40	ESAX22007D	$90,933
	136905.02.08.08.03	62EV03	ESAX22007D	$22,098
	136905.08.05.02.01.08	62EV11	ESAX22007D	$383,386
	136905.08.01.04	62EV11	ESAX22007D	$38,438
	136905.02.08.08.02	62EV12	ESAX22007D	$310,000
	136905.02.04.08.03	62EV12	ESAX22007D	$50,000
	136905.08.05.05.01.08	62ER33	ESAX22007D	$176,134
	136905.08.05.06.01.08	62ER33	ESAX22007D	$453,512
	136905.08.05.05.01.08	62ER34	ESAX22007D	$15,809
	136905.08.05.06.01.08	62ER34	ESAX22007D	$50,012
	136905.08.05.04.06.08	62ER34	ESAX22007D	$24,992
	136905.08.05.04.07.08	62ER34	ESAX22007D	$8,330
	136905.08.05.06.03.08	62ER41	ESAX22007D	$41,521
	136905.08.04.01.08.08	62ER41	ESAX22007D	$129,886
	136905.08.05.04.01.08	62ER41	ESAX22007D	$51,360
	136905.08.04.01.08.05	62ER41	ESAX22007D	$37,991
	136905.08.05.06.01.08	62ER41	ESAX22007D	$4,307
	136905.10.10.80.40.10	62ER41	ESAX22007D	$30,624
	136905.08.05.02.02.08	62EV12	ESAX22007D	$35,880
	136905.08.05.03.03.01.08	62EV31	ESAX22007D	$332,980
	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$264,893
	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$72,633
	136905.08.05.02.02.08	62EV32	ESAX22007D	$90,615
	136905.08.05.10.03.08	62EV35	ESAX22007D	$42,899
	136905.10.30.20.10	62EV35	ESAX22007D	$382,500
	136905.08.05.02.04.08	62EV41	ESAX22007D	$137,559
	136905.02.04.08.09	62EV41	ESAX22007D	$465,563
	136905.08.01.02.01	62EV41	ESAX22007D	$85,033
	136905.02.04.08.09	62EV42	ESAX22007D	$78,155
	136905.02.04.08.10	62EV42	ESAX22007D	$109,000
	136905.08.05.02.02.08	62EV42	ESAX22007D	$9,390
	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$547,074
	136905.08.04.01.08.02	62EV12	ESAX22007D	$14,923
	136905.08.05.02.01.08	62EV12	ESAX22007D	$31,355
	136905.08.05.09.01.08	62EV22	ESAX22007D	$3,082,512
	136905.08.04.01.08.07	62EV22	ESAX22007D	$23,483
	136905.08.01.03	62EV22	ESAX22007D	$26,760
	136905.08.05.08.02.08	62EV23	ESAX22007D	$321,519
	136905.08.05.08.11.08	62EV23	ESAX22007D	$89,543
	136905.08.01.03	62EV23	ESAX22007D	$61,118
	136905.08.05.08.04.08	62EV24	ESAX22007D	$75,181
	136905.08.05.08.06.08	62EV24	ESAX22007D	$60,201

	136905.08.05.08.01.08	62EV24	ESAX22007D	$668,216
	136905.08.05.12.07.08	62EM10	ESAX22007D	$14,376
	136905.08.05.12.02.08	62EM20	ESAX22007D	$51,874
	136905.08.04.01.08.02	62EM20	ESAX22007D	$57,002
	136905.08.05.12.01.08	62EM30	ESAX22007D	$8,161
	136905.08.05.12.02.08	62EM30	ESAX22007D	$94,572
	136905.08.05.12.01.08	62EM40	ESAX22007D	$42,939
	136905.08.05.12.07.08	62EM40	ESAX22007D	$52,338
	136905.08.05.11.01.05.08	62EO60	ESAX22007D	$151,870
	136905.02.05.08.06	62EO60	ESAX22007D	$25,000
	136905.08.04.01.08.02	62EO60	ESAX22007D	$58,000
	136905.02.05.08.03	62EO60	ESAX22007D	$45,000
	136905.08.05.04.01.08	62ER21	ESAX22007D	$68,377
	136905.08.05.11.01.02.08	62EI11	ESAX22007D	$47,932
	136905.02.06.08.01	62EI13	ESAX22007D	$11,275
	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$36,121
	136905.08.05.08.08.01.08	62EI21	ESAX22007D	$11,485
	136905.08.01.03	62EI24	ESAX22007D	$8,545
	136905.08.04.01.08.07	62EI24	ESAX22007D	$6,377
	136905.02.06.08.05	62EI24	ESAX22007D	$22,700
	136905.08.05.11.01.02.08	62EI24	ESAX22007D	$33,104
	136905.08.05.09.01.08	62EI32	ESAX22007D	$187,431
	136905.08.05.12.01.08	62EM03	ESAX22007D	$44,811
	136905.08.05.12.01.08	62EM10	ESAX22007D	$275,774
	136905.08.05.12.02.08	62EM10	ESAX22007D	$120,758
	136905.08.05.04.02.08	62ER21	ESAX22007D	$15,242
	136905.08.04.01.08.09	62ER32	ESAX22007D	$74,508
	136905.08.04.01.08.10	62ER32	ESAX22007D	$10,200
	136905.08.04.01.08.11	62ER32	ESAX22007D	$7,173
	136905.08.05.05.01.08	62ER32	ESAX22007D	$18,625
	136905.08.05.06.01.08	62ER32	ESAX22007D	$18,625
	136905.08.05.05.06.08	62ER33	ESAX22007D	$3,984
	136905.08.05.04.01.08	62ER33	ESAX22007D	$29,187
	136905.08.05.04.02.08	62ER33	ESAX22007D	$25,875
	136905.08.05.04.04.08	62ER33	ESAX22007D	$48,729
	136905.08.01.03	62ER33	ESAX22007D	$99,883
	136905.08.05.07.01.08	62ER33	ESAX22007D	$32,683
	136905.08.04.01.08.06	62ER33	ESAX22007D	$39,036
	136905.08.05.04.03.08	62ER21	ESAX22007D	$61,927
	136905.08.05.04.04.08	62ER21	ESAX22007D	$29,441
	136905.08.04.01.08.02	62ER21	ESAX22007D	$76,863
	136905.08.04.01.08.04	62ER21	ESAX22007D	$12,658
	136905.08.04.01.08.07	62ER21	ESAX22007D	$44,365

	136905.08.01.11	62ER22	ESAX22007D	$276,104
	136905.08.05.04.07.08	62ER22	ESAX22007D	$47,940
	136905.08.05.06.02.08	62ER23	ESAX22007D	$159,926
	136905.08.05.05.03.08	62ER23	ESAX22007D	$162,809
	136905.10.10.80.40.10	62ER23	ESAX22007D	$71,237
	136905.08.05.06.01.08	62ER23	ESAX22007D	$278,434
	136905.08.04.01.08.08	62ER31	ESAX22007D	$49,098
	136905.08.05.08.01.08	62JP30	ESAX22007D	$34,010
	136905.08.05.05.01.08	62JP30	ESAX22007D	$21,998
	136905.08.05.02.01.08	62JP30	ESAX22007D	$50,967
	136905.08.05.01.08	62JP30	ESAX22007D	$224,471
	136905.08.01.02.01	62JP20	ESAX22007D	$34,775
	136905.08.01.09	62JP20	ESAX22007D	$21,287
	136905.08.01.04	62JP20	ESAX22007D	$53,114
	136905.08.01.01	62JP20	ESAX22007D	$126,914
	136905.10.10.80.50.50	62JP20	ESAX22007D	$130,736
	136905.10.10.80.50.40	62JP10	ESAX22006D	$200,000
	136905.08.05.11.01.01.08	62JP30	ESAX22007D	$99,877
	321878.04.10.01.01	62JP40	ESAX22006D	$22,514
	136905.08.04.01.08.01	62JP50	ESAX22007D	$141,122
	206518.02.99.01.08	62EV62	ESAX22006D	$49,894
	136905.02.99.03.08	62EV43	ESAX22006D	$117,639
	136905.02.99.02.08.04	62ER42	ESAX22006D	$72,841
	136905.02.99.02.08.08	62ER42	ESAX22006D	$26,844
	136905.02.99.05.08.02	62ER34	ESAX22006D	$21,574
	136905.02.99.02.08.07	62ER32	ESAX22006D	$88,687
	206518.02.99.01.08.04	62ER31	ESAX22006D	$38,359
	136905.02.01.08	62JP10	ESAX22007D	$24,574
	136905.02.01.08.04	62EV61	ESAX22007D	$75,000
	136905.08.05.02.01.08	62EV61	ESAX22007D	$113,168
	136905.08.05.02.03.08	62EV61	ESAX22007D	$4,507
	136905.02.01.08.03	62EV61	ESAX22007D	$10,000
	136905.08.05.02.05.08	62EV61	ESAX22007D	$55,079
	136905.10.10.10.30	62EV61	ESAX22007D	$38,459
	136905.08.04.01.08.02	62EV61	ESAX22007D	$5,702
	136905.02.02.08.02	62EV62	ESAX22007D	$16,400
	136905.08.01.04	62EV62	ESAX22007D	$21,425
	136905.08.04.01.08.02	62EV62	ESAX22007D	$16,129
	136905.02.02.08.05	62EV13	ESAX22007D	$84,000
	136905.02.02.08.02	62EO40	ESAX22007D	$57,000
	136905.02.02.08.03	62EO40	ESAX22007D	$45,000
	136905.01.01.08	62JP01	ESAX22007D	$1,683,805
	136905.01.01.08	62JP02	ESAX22007D	$706,962

	136905.02.06.08	62JP10	ESAX22007D	$184,100
	136905.10.20.10	62JP10	ESAX22007D	$80,393
	136905.10.10.10.30	62JP10	ESAX22007D	$130,600
	136905.10.10.10.10	62JP10	ESAX22007D	$75,198
	136905.02.05.08	62JP10	ESAX22007D	$127,707
			TOTAL	$21,987,509

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $179,123,497. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 28, 2007.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$157,135,988	$21,987,509	$179,123,497

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
16	1 of 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
27	See Block 16C	See Page 3 - 6	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Page 3 - 8

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

(✓)	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)* Mutual Agreement of the Parties, Changes Clause, and Limitation of Funds 52.232-22

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.)*

See Page 2 for Description

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)*	
James M. Shelton Financial/Business Operations Manager		Kimberly S. Carson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Original Signed by James M. Shelton *(Signature of person authorized to sign)*	03/30/2007	BY /s/ Original Signed by Kimberly S. Carson *(Signature of Contracting Officer)*	04/02/2007

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$179,123,497
This Mod	0	0	0	0	0	0	0	0	0	16,856,787
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$195,980,284

Description of Modification

The purpose of this modification is to provide $16,856,787 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds and to incorporate/revise the following contract clauses pursuant to the Changes clause and Mutual Agreement: Add clause H.20 (H.23) Advanced Agreement – Rights in Data and revise clause I.1, Part A with the addition of FAR Clause 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement and the revised FAR Clause 52.227-14, Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14 (Alt. 1 and II). Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $16,856,787 from 179,123,497 to $195,980,284. Clause B.4 shown in Mod 26 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 27), is substituted in lieu thereof

2. Clause H.20 ADVANCED AGREEMENT – RIGHTS IN DATA, an addition to page H-20 (Mod 22) in the contract, shown in the enclosed replacement pages H-20 thru H-23 (Mod 27) is substituted in lieu thereof.

3. Clause I.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown on page I-3 (Mod 15) is hereby deleted in its entirety and the revised clause I.1, shown in the enclosed replacement pages I-3 (Mod 27) is substituted in lieu thereof.

4. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 26)	B-4 (Mod 25)
I.1, LISTING OF CLAUSES	I-3 (Mod 27)	I-3 (Mod 15)

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200151492	278083.01.01.03	62VP40	ESAX22006D	($46,788)
4200189873	578804.01.08.02	62VP33	ESAX22006D	$33,950
	644423.06.34.02.08	62VP32	ESAX22007D	$100,000
	644423.06.34.06.01.08	62VP32	ESAX22007D	$197,000
	637495.06.02.01.08.01	62VP34	EXCX22006D	$12,546
	401769.06.03.03.02.07	62VP34	EXCX22007D	$70,000
	401769.06.08.02.04.02	62VP34	EXCX22007D	$70,000
	637495.06.02.01.08.01	62VP34	EXCX22007D	$200,000
	132438.01.10.01	62VP40	ESAX22007D	$50,000
	656052.04.04.07.02	62VP61	ESAX22006D	$384,531
4200190441	522632.08.01.01	62EV32	EXCX22007D	$122,000
	522632.08.01.01	62EV31	EXCX22007D	$85,000
	524238.08.01.01.03	62EV31	EXCX22007D	$216,600
	401769.06.03.03.02.07	62EV63	EXCX22007D	$496
	401769.06.01.01.08	62EV63	EXCX22007D	$782
	401769.06.01.01.08	62EV34	EXCX22007D	$60,000
	401769.06.01.02.03	62EV23	EXCX22007D	$74,000
	644423.06.34.01.08	62EV61	ESAX22007D	$58,000
	644423.06.34.01.08	62EV61	ESAX22006D	$32,000
	522094.08.01.01.03.01	62EV22	EXCX22007D	$196,370
	411672.02.11	62EV13	ESAX22007D	$39,370
	604746.10.03.08	62EV13	ESAX22007D	$85,000
	604746.02.06.10.08	62EV12	ESAX22007D	$75,352
	604746.02.06.06.08	62EV13	ESAX22007D	$132,903
	604746.01.01.02.15.08	62VP31	ESAX22007D	$759,400
	411011.01.01.01.02	62EV61	EXCX22007D	$95,531
	939904.06.08.01	62EV13	EXCX22007D	$50,000
4200190876	763115.08.04.01.01	62EI51	ESAX22007D	$58,555
	763115.08.04.01.01	62EI32	ESAX22007D	$7,352
	763115.08.04.01.01	62EI13	ESAX22007D	$50,000
	281945.02.03.01.15	62EI63	ESAX22006D	$4,568
	953033.04.08.01	62VP11	ESAX22006D	$4,763
	644423.06.02.05.08	62EI13	ESAX22006D	$25,000
	604746.01.98.08.16	62EI22	ESAX22006D	$5,000
	604746.02.06.06.08	62EI24	ESAX22007D	$120,500
	939904.01.08.02	62EI42	EXCX22007D	$162,000
	604746.04.30.01.08	62EI63	ESAX22006D	$124,000
4200193412	136905.02.99.01.08	62EM01	ESAX22006D	$250,000
4200193651	253225.04.01.03.05.02.08	62ER31	ESAX22007D	$20,000
	522632.08.01.01	62ER50	EXCX22007D	$150,443

	644423.06.34.03.10.08	62ER50	ESAX22006D	$235,000
	644423.06.34.03.10.08	62ER50	ESAX22007D	$95,000
	136905.02.99.02.08.04	62ER42	ESAX22006D	$20,515
	644423.06.34.03.10.08	62ER43	ESAX22007D	$15,000
	197009.10.01.01.12	62ER41	EXCX22006D	$41,797
4200193667	763115.08.04.01.01	62ET01	ESAX22007D	$180,000
	763115.08.04.01.01	62ET10	ESAX22007D	$85,118
	401769.06.01.01.05	62ET20	EXCX22007D	$14,785
	401769.06.03.03.02.07	62ET20	EXCX22007D	$19,813
	411011.01.01.01.02	62ET20	EXCX22007D	$20,949
	524238.08.01.01.03	62ET20	EXCX22007D	$20,453
4200193766	431924.04.01.09	62VP62	ESAX22006D	$480
	399131.02.01.01.22	62VP62	ESAX22007D	$30,000
	278083.01.01.03	62VP40	ESAX22007D	$136,300
4200194427	763115.08.04.01.06	62EM10	ESAX22007D	$252,000.00
	197009.10.02.01.04	62EM40	EXCX22006D	$700.00
	524238.08.01.01.03	62EM20	EXCX22006D	$11,759.00
	522094.08.01.01.03.01	62EM10	EXCX22007D	$92,000.00
	524238.08.01.01.03	62EM10	EXCX22007D	$116,150.00
4200194483	136905.01.01.08	62JP02	ESAX22007D	$533,577
	136905.01.01.08	62JP01	ESAX22007D	$1,945,957
	136905.02.05.08.06	62EO60	ESAX22007D	$43,713
	136905.08.01.11	62EM40	ESAX22007D	$110,810
	136905.08.05.12.07.08	62EM40	ESAX22007D	$63,957
	136905.08.05.12.02.08	62EM10	ESAX22007D	$12,182
	136905.08.05.12.01.08	62EM10	ESAX22007D	$244,614
	136905.08.01.11	62ER43	ESAX22007D	$80,000
	136905.08.05.05.01.08	62ER42	ESAX22007D	$32,611
	136905.10.10.80.40.20	62ER42	ESAX22007D	$32,611
	136905.10.10.80.10.10	62ER42	ESAX22007D	$32,611
	136905.08.04.01.08.08	62ER42	ESAX22007D	$20,000
	136905.08.04.01.08.02	62ER42	ESAX22007D	$35,000
	136905.02.04.08.07	62ER42	ESAX22007D	$90,144
	136905.10.10.80.40.10	62ER41	ESAX22007D	$30,624
	136905.08.05.06.01.08	62ER41	ESAX22007D	$4,307
	136905.08.05.06.01.08	62ER34	ESAX22007D	$50,011
	136905.08.05.05.01.08	62ER34	ESAX22007D	$15,809
	136905.02.06.08.01	62JP10	ESAX22007D	$83,068
	136905.02.05.08.02	62EO60	ESAX22007D	$20,000
	136905.08.04.01.08.01	62JP50	ESAX22007D	$141,122
	321878.04.10.01.01	62JP40	ESAX22006D	$28,588
	136905.08.05.11.01.01.08	62JP30	ESAX22007D	$99,877
	136905.08.05.08.01.08	62JP30	ESAX22007D	$34,010
	136905.08.05.05.01.08	62JP30	ESAX22007D	$21,998

	136905.08.05.02.01.08	62JP30	ESAX22007D	$46,744
	136905.08.05.01.08	62JP30	ESAX22007D	$52,358
	136905.10.10.80.50.20.10	62JP10	ESAX22007D	$205,875
	136905.02.08.08.01	62JP10	ESAX22007D	$108,946
	136905.10.10.80.50.50	62JP10	ESAX22007D	$130,736
	136905.10.10.80.50.40	62JP10	ESAX22007D	$2,000,000
	136905.02.01.08.01	62JP10	ESAX22007D	$24,575
	136905.02.07.08.01	62JP10	ESAX22007D	$24,574
	136905.02.02.08.01	62JP10	ESAX22007D	$68,152
	136905.10.20.10	62JP10	ESAX22007D	$80,393
	136905.10.30.10	62JP10	ESAX22007D	$38,389
	136905.02.04.08.01	62JP10	ESAX22007D	$183,323
	136905.02.06.08.02	62EV24	ESAX22007D	$132,695
	136905.08.05.08.01.08	62EV24	ESAX22007D	$481,539
	136905.08.05.08.11.08	62EV23	ESAX22007D	$38,940
	136905.08.05.08.04.08	62EV23	ESAX22007D	$37,590
	136905.08.05.08.02.08	62EV23	ESAX22007D	$138,973
	136905.02.06.08.03	62EV22	ESAX22007D	$200,000
	136905.02.02.08.05	62EV13	ESAX22007D	$83,721
	136905.02.05.08.05	62EV12	ESAX22007D	$13,408
	136905.02.07.08.04	62EV12	ESAX22007D	$55,847
	136905.10.10.50	62EV12	ESAX22007D	$126,462
	136905.02.08.08.02	62EV12	ESAX22007D	$87,000
	136905.02.04.08.03	62EV12	ESAX22007D	$336,328
	136905.02.04.08.02	62EV11	ESAX22007D	$8,000
	136905.02.04.08.11	62EV11	ESAX22007D	$64,000
	136905.02.06.08.05	62EI24	ESAX22007D	$20,000
	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$13,212
	136905.01.01.08	62ED03	ESAX22007D	$1,934
	136905.08.05.12.01.08	62ED03	ESAX22007D	$2,349
	136905.02.04.08.04	62EV31	ESAX22007D	$200,000
	136905.08.05.04.01.08	62ER33	ESAX22007D	$20,000
	136905.08.05.06.01.08	62ER23	ESAX22007D	$466,470
	136905.10.10.80.40.20	62ER23	ESAX22007D	$73,820
	136905.08.05.13.02.01.08	62ER22	ESAX22007D	$20,000
	136905.08.05.13.03.01.08	62ER22	ESAX22007D	$10,000
	136905.08.05.04.01.08	62ER21	ESAX22007D	$30,000
	136905.02.02.08.04	62EV62	ESAX22007D	$56,000
	136905.02.02.08.03	62EV62	ESAX22007D	$36,403
	136905.10.10.10.30	62EV61	ESAX22007D	$36,751
	136905.02.01.08.03	62EV61	ESAX22007D	$250,939
	136905.02.01.08.02	62EV61	ESAX22007D	$219,903
	136905.02.01.08.04	62EV61	ESAX22007D	$220,000
	136905.02.04.08.09	62EV42	ESAX22007D	$30,000
	136905.02.04.08.10	62EV42	ESAX22007D	$19,083
	136905.02.04.08.09	62EV41	ESAX22007D	$71,797
	136905.10.30.20.10	62EV35	ESAX22007D	$98,471
	136905.02.04.08.06	62EV33	ESAX22007D	$522,049

	136905.02.04.08.05	62EV32	ESAX22007D	$104,476
4200194730	981155.11.06.08	62ED03	EXCX22007D	$58,711
	981155.11.05.08	62ED03	EXCX22007D	$1
	981155.02.08	62ED03	EXCX22007D	$5,000
	524238.08.01.01.03	62MP31	EXCX22007D	$95,406
	411672.06.04.01	62VP50	ESAX22007D	$23,000
	953033.04.08.01	62VP11	ESAX22006D	$16,000
	979099.02.99.01.01.02	62VP50	ESAX22006D	$4,895
	415113.01.01	62VP50	ESAX22006D	$2,439
	378710.05.02	62VP50	ESAX22006D	$2,370
	397424.07.02.03.09	62VP50	ESAX22006D	$496
	354171.01.03.02	62VP53	ESAX22007D	$20,000
	581291.01.01.02.01	62VP53	ESAX22006D	$5,000
				$16,856,787

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $195,980,284. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 28, 2007.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$179,123,497	$16,856,787	$195,980,284

(End of Clause)

- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. **Safety Metric Reporting.** The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

   The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. **Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of $1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

H. 20 ADVANCED AGREEMENT – RIGHTS IN DATA

The following constitutes an advanced agreement between the Government and Sverdrup Technology Inc. (the "Contractor") pertaining to technical data and computer software delivered under this contract (Task Order No. 45-010007) and provided by (b)(4) (b)(4), a subcontractor and pertaining to the interpretation of FAR 52.227-14 RIGHTS IN DATA – GENERAL, Alternates II and III.

(a) The following technical data and computer software shall be delivered to the Government with unlimited rights.

(1) With the exception of the Honeywell Power Supply, all design, qualification, and acceptance data related to the Ascent Thrust Vector Control (ATVC) (to include but not limited to drawings, schematics, models, analyses, plans, reliability predictions, and qualification/verification/validation documentation).

(2) Guidance, Navigation, and Control (GN&C) Software Module based upon NASA's algorithms.

(3) Flight test data collected prior to and during flight of the Ares I-1 Flight Test Vehicle (FTV) as reported in DRD No. 4501OP-AUFD.

(4) Ares I-1 unique (*i.e.*, not part of Atlas) cable design.

(5) Developmental Flight Instrumentation (DFI) system architecture design, system test, and system acceptance data.

(6) Video system architecture design, system test, and system acceptance data.

(7) Ares I-1 Mini GC3 system design, system test, and system acceptance data.

(b) To the extent necessary to comply with a Data Requirement (DR) or the Statement of Work, the Contractor may deliver limited rights data or restricted computer software to the Government in accordance with FAR 52.227-14 RIGHTS IN DATA – GENERAL, Alternates II and III. The following limited rights notice and restricted rights notice shall be applicable to limited rights data and restricted computer software, respectively, delivered under the contract.

Limited Rights Notice

(a) These data are submitted with limited rights under Government Contract No. NNM05AB50C, Task Order No. 45-010007, Subcontract No. SVT06-105. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against any further use and disclosure:

(1) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by support service contractors for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(2) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, evaluation by non-government evaluators for the

evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(b) The Government further agrees to limit its use of these data to evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of Notice)

Restricted Rights Notice

(a) This computer software is submitted with restricted rights under Government Contract No. NNM05AB50C, Task Order No. 45-010007. It may not be used, reproduced, reverse engineered, or disclosed by the Government except as provided in paragraph (b) of this Notice.

(b) Contractor grants to the Government a restricted right to use this computer software required to be delivered or made available for use in performance of the Contract for the sole purpose of the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C, notwithstanding any other provision. The Government may disclose this software outside the Government for the following purposes, if any; provided that the Government makes such disclosure under conditions of confidentiality and is subject to prohibition against any further use and disclosure:

(1) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by support service contractors for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(2) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by non-government evaluators for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(c) The parties anticipate that modifications to limited rights data and restricted computer software will be made in the performance of the contract. A minor modification shall be as defined in connection with the definition of "commercial item" under FAR 2.101(b). In accordance with FAR 52.227-14 (g)(2) and (g)(3)(i), the Government agrees that the Contractor may use limited rights data and restricted computer software when delivering data to the Government.

(d) With respect to technical data and computer software delivered under the contract, the Contractor agrees not to intermingle limited rights data and/or restricted computer software with data having unlimited rights, except to the extent the Contractor clearly marks such data with the Limited Rights Notice and/or the Restricted Rights Notice, as appropriate, on a page-by-page basis.

(End of Clause)

[END OF SECTION]

Number	Clause Title	Date
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Dec 2003
52.225-16	Sanctioned European Union Country Services	Feb 2000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-14	Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14 (Alt. 1 and II)	Oct 1995
52.227-16	Additional Data Requirements	Jun 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	Apr 1998
52.230-6	Administration Of Cost Accounting Services	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year "September 30, 2006"	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-24	Prohibition Of Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.232-34	Payment By Electronic Funds Transfer- Other Than Central Contractor Registration	May 1999
52.232-35	Designation Of Office For Government Receipt Of Electronic Funds Transfer Information	May 1999
52.233-1	Disputes	Jul 2002
52.233-1	Disputes (Alternate I)	Dec 1991
52.233-3	Protest After Award	Aug 1996
52.233-3	Protest After Award (Alternate I)	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
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

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
28	See Block 16C	See Page 3 - 6	

6. ISSUED BY CODE PS21-MDP

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS21-MDP

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Page 3 – 8

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
James M. Shelton Financial/Business Operations Manager	Kimberly S. Carson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$195,980,284
This Mod	0	0	0	0	0	0	0	0	0	23,413,032
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$219,393,316

Description of Modification

The purpose of this modification is to provide $23,413,032 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $23,413,032 from $195,980.284 to $219,393,316. Clause B.4 shown in Mod 27 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 28), is substituted in lieu thereof

2. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 28)	B-4 (Mod 27)

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

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200174618	931164.08.04	62-931164	EXCX22006D	($348,835)
	931164.08.04	62-931164	ESAX22006D	($465,326)
	197009.10.01.01.12	26,965.00	EXCX22006D	($26,965)
4200195565	520871.08.01.01.02	62EM40	EXCX22007D	$35,000
4200195804	397424.0702.03.19	62VP50	ESAX22007D	$34,000
4200196808	763115.08.04.01.01	62EI32	ESAX22007D	$20,000
	763115.08.04.01.01	62EI22	ESAX22007D	$10,000
	763115.08.04.01.01	62EI13	ESAX22007D	$35,000
	644423.02.99.01.08	62EI62	ESAX22006D	$48,059
	522094.08.01.01.03.01	62EI42	EXCX22007D	$63,334
	401769.06.07.05.03.03	62EI32	EXCX22007D	$80,000
	401769.06.03.03.02.07	62EI32	EXCX22007D	$40,000
	401769.06.07.05.03.03	62EI31	EXCX22007D	$39,000
	401769.06.03.07.04.04	62EI24	EXCX22007D	$104,815
	401769.06.01.01.08	62EI12	EXCX22007D	$47,446
	656052.04.04.07.02	62VP11	ESAX22006D	$19,232
	685676.01.08.05	62EI13	ESAX22006D	$30,000
	278083.02.01.03	62EI62	ESAX22007D	$143,738
	644423.06.02.05.08	62EI13	ESAX22006D	$100,000
	644423.06.02.05.08	62EI62	ESAX22006D	$19,300
	981155.03.08	62EI32	ESAX22006D	$39,641
4200196851	555962.02.11.02	76KTF00	ESAX22006D	$612
4200196861	981155.02.08	62ED03	ESAX22006D	$19,351
4200197441	401769.06.03.07.03.03	62EV13	EXCX22007D	$47,186
	763115.08.04.01.01	62EV30	ESAX22007D	$25,000
	699152.04.01.08	62EV43	ESAX22007D	$46,656
4200197621	578804.01.08.02	62VP33	ESAX22006D	$33,950
	401769.06.03.03.02.07	62VP34	EXCX22006D	$4,196
4200197989	637495.06.02.01.08.01	62VP34	EXCX22007D	$250,966
	627989.06.02.01.02.03	62VP34	EXCX22007D	$40,000
	401769.06.08.02.04.02	62VP34	EXCX22007D	$9,863
4200198328	691633.01.08.01	62ED03	EXCX22007D	$50,000.00
	524238.08.01.01.03	62MP31	EXCX22007D	$5,000.00

4200198408	811073.02.06.01.09.01	62VP62	ESAX22006D	$6,988.00
	412595.04.06.01	62VP62	ESAX22006D	$3,288.00
	399131.02.01.01.22	62VP62	ESAX22007D	$19,724
4200198945	981155.01.08.01	62EM03	EXCX22007D	$15,000
	524238.08.01.01.03	62EM10	EXCX22007D	$491,850
	522094.08.01.01.03.01	62EM10	EXCX22007D	$1,710
	520871.08.01.01.02	62EM10	EXCX22007D	$35,000
	522632.08.01.01	62EM10	EXCX22007D	$4,900
	524238.08.01.01.03	62EM40	EXCX22007D	$63,300
	685676.01.08.05	62EM40	ESAX22006D	$61,821
	520871.08.01.01.02	62EM40	EXCX22007D	$11,700
	197009.10.02.01.04	62EM40	EXCX22007D	$88
	522632.08.01.01	62EM40	EXCX22007D	$104,500
	524238.08.01.01.03	62EM20	EXCX22007D	$55,641
4200198993	763115.08.04.01.01	62ET01	ESAX22007D	$65,000
	321878.04.08.04.03.05.15	62ET10	ESAX22007D	$103,842
	763115.08.04.01.01	62ET40	ESAX22007D	$1,337
	524238.08.01.01.03	62ET30	EXCX22007D	$41,149
4200198036	136905.02.04.08.09	62EV41	ESAX22007D	$330,103
	136905.08.05.02.002.08	62EV41	ESAX22007D	$18,842
	136905.10.30.20.10	62EV35	ESAX22007D	$31,215
	136905.02.04.08.06	62EV33	ESAX22006D	$4,892
	136905.02.04.08.06	62EV33	ESAX22007D	$222,862
	136905.08.01.09	62EV32	ESAX22007D	$34,000
	136905.05.03.01.01.08	62EV32	ESAX22007D	$17,087
	136905.08.01.09	62EV31	ESAX22007D	$28,044
	136905.02.04.08.04	62EV31	ESAX22007D	$364,468
	136905.02.06.08.02	62EV24	ESAX22007D	$132,695
	136905.02.06.08.02	62EV24	ESAX22007D	$969,054
	136905.08.05.08.06.08	62EV24	ESAX22007D	$34,497
	136905.02.06.08.03	62EV22	ESAX22007D	$186,997
	136905.02.02.08.05	62EV13	ESAX22007D	$33,165
	136905.02.07.08.05	62EV12	ESAX22007D	$162,854
	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$55,212
	136905.02.05.08.05	62EV12	ESAX22007D	$3,511
	136905.02.07.08.04	62EV12	ESAX22007D	$5,103
	136905.08.05.02.02.08	62EV12	ESAX22007D	$17,400
	136905.02.08.08.02	62EV12	ESAX22007D	$226,229
	136905.02.04.08.10	62EV42	ESAX22007D	$53,285
	136905.04.10.01.01	62JP40	ESAX22006D	$25,627
	136905.08.05.02.01.08	62JP30	ESAX22007D	$52,158

	136905.08.05.12.01.08	62JP30	ESAX22007D	$99,932
	136905.02.08.08.80.01	62JP10	ESAX22007D	$4,159
	136905.10.10.80.50.50	62JP10	ESAX22007D	$238,920
	136905.10.10.80.50.40	62JP10	ESAX22007D	$10,710,123
	136905.02.01.08.01	62JP10	ESAX22007D	$13,360
	136905.02.07.08.01	62JP10	ESAX22007D	$20,242
	136905.02.02.08.01	62JP10	ESAX22007D	$68,229
	136905.01.01.08	62JP02	ESAX22007D	$1,240,507
	206518.02.10	62JP02	ESAX22007D	$500,000
	136905.02.04.08.01	62JP02	ESAX22007D	$48,320
	136905.02.02.08.04	62EV62	ESAX22007D	$550,916
	136905.08.05.02.05.08	62EV62	ESAX22007D	$179,152
	136905.08.05.02.01.08	62EV61	ESAX22007D	$25,636
	136905.05.02.03.08	62EV61	ESAX22007D	$32,392
	136905.08.05.02.03.08	62EV61	ESAX22007D	$4,508
	136905.02.01.08.04	62EV61	ESAX22007D	$437,986
	136905.02.04.08.09	62EV42	ESAX22007D	$73,909
	136905.08.05.02.02.08	62EV42	ESAX22007D	$9,390
	136905.08.05.02.01.08	62ER21	ESAX22007D	$47,424
	136905.08.04.01.08.07	62ER21	ESAX22007D	$25,000
	136905.08.04.01.08.04	62ER21	ESAX22007D	$71,958
	136905.08.05.04.02.08	62ER21	ESAX22006D	$40,000
	136905.08.05.04.01.08	62ER21	ESAX22007D	$73,778
	136905.02.08.08.03	62ER20	ESAX22007D	$152,713
	136905.02.07.08.05	62EO60	ESAX22007D	$184,401
	136905.08.05.12.07.08	62EM40	ESAX22007D	$65,188
	136905.08.05.12.02.08	62EM40	ESAX22007D	$179,075
	136905.08.05.12.01.08	62EM40	ESAX22007D	$73,866
	136905.08.05.12.01.08	62EM20	ESAX22007D	$36,746
	136905.02.99.02.08.02	62EM10	ESAX22007D	$244,100
	136905.08.05.12.02.08	62EM10	ESAX22007D	$55,296
	136905.08.05.12.01.08	62EM10	ESAX22007D	$91,073
	136905.08.05.12.01.08	62EM03	ESAX22007D	$3,983
	136905.08.05.08.02.08	62EI31	ESAX22007D	$75,000
	136905.08.05.11.01.02.08	62EI24	ESAX22007D	$59,469
	136905.02.06.08.05	62EI24	ESAX22007D	$24,703
	136905.08.05.08.03.08	62EI22	ESAX22007D	$67,776
	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$18,542
	136905.08.05.04.07.08	62ER22	ESAX22007D	$24,180
	136905.02.04.08.03	62EV12	ESAX22007D	$111,353
	136905.02.04.08.02	62EV11	ESAX22007D	$55,519
	136905.02.04.08.11	62EV11	ESAX22007D	$32,866

	136905.10.10.80.40.20	62ET40	ESAX22007D	$90,932
	136905.08.05.10.02.08	62ET40	ESAX22007D	$26,367
	136905.08.05.10.03.08	62ET30	ESAX22007D	$317,423
	136905.08.04.02.08.09	62ET10	ESAX22007D	$30,000
	136905.08.05.10.01.08	62ET10	ESAX22007D	$46,796
	136905.08.04.01.08.05	62ER42	ESAX22007D	$34,008
	136905.08.04.01.08.08	62ER42	ESAX22007D	$38,000
	136905.08.05.02.01.08	62ER42	ESAX22007D	$23,903
	136905.02.99.02.08.08	62ER42	ESAX22006D	$76,785
	136905.02.99.02.08.04	62ER42	ESAX22006D	$126,383
	136905.02.99.02.08.04	62ER41	ESAX22006D	$25,242
	136905.08.05.06.01.08	62ER41	ESAX22007D	$25,000
	136905.08.04.01.08.02	62ER41	ESAX22007D	$30,000
	136905.02.99.02.08.07	62ER32	ESAX22006D	$200,000
	136905.08.05.06.01.08	62ER23	ESAX22007D	$381,184
	136905.08.05.05.03.08	62ER23	ESAX22007D	$200,000
	136905.08.05.04.06.08	62ER22	ESAX22007D	$6,011
4200198327	763115.08.04.01.01	62ET01	ESAX22007D	$40,000
	644423.06.32.01.08	62ER23	ESAX22007D	$25,000
	197009.10.01.01.12	62ER21	EXCX22006D	$45,958
	321878.04.08.04.04.03.08	62ER33	ESAX22006D	$23,500
	520871.08.01.01.02	62ER50	EXCX22007D	$270,960
	136905.02.99.05.08.04	62ER32	ESAX22006D	$10,000
4200199106	197009.10.01.01.11	62EV31	EXCX22007D	$70,000
	510505.05.08.07.03	62EV32	ESAX22007D	$100,000
	197009.10.01.01.10	62EV31	EXCX22007D	$300,000
	197009.10.02.01.02	62EV32	EXCX22007D	$15,000
	197009.10.01.01.06	62EV12	EXCX22007D	$66,533
				$23,413,032

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
28A	See Block 16C	See Page 3 - 7	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 3 – 7

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
James M. Shelton Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$195,980,284
This Mod	0	0	0	0	0	0	0	0	0	23,412,420
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$219,392,704

Description of Modification

The purpose of this administrative modification is to correct the incremental value on Mod 28 from $23,379,554 to $23,412,420 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby changed from $219,359,838 to $219,392,704. Clause B.4 shown in Mod 28 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 28A), is substituted in lieu thereof

2. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 28A)	B-4 (Mod 28)

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

PR	WBS ELEMENT	COST CENTER	Fund	Amount
4200174618	931164.08.04	62ED02	EXCX22006D	($312,493)
	931164.08.04	62ED02	EXCX22006D	($36,342)
	931164.08.04	62ED02	ESAX22006D	($465,326)
	197009.10.01.01.12	62ER42	EXCX22006D	($26,965)
4200195565	520871.08.01.01.02	62EM40	EXCX22007D	$35,000
4200195804	397424.07.02.03.19	62VP50	ESAX22007D	$34,000
4200196808	981155.03.08	62EI32	ESAX22006D	$39,641
	644423.06.02.05.08	62EI62	ESAX22006D	$19,300
	644423.06.02.05.08	62EI13	ESAX22006D	$100,000
	278083.02.01.03	62EI62	ESAX22007D	$68,076
	278083.02.01.03	62EI62	ESAX22007D	$75,662
	685676.01.08.05	62EI13	ESAX22006D	$30,000
	656052.04.04.07.02	62VP11	ESAX22006D	$19,232
	401769.06.01.01.08	62EI12	EXCX22007D	$47,446
	401769.06.03.07.04.04	62EI24	EXCX22007D	$104,815
	401769.06.07.05.03.03	62EI31	EXCX22007D	$39,000
	401769.06.03.03.02.07	62EI32	EXCX22007D	$40,000
	401769.06.07.05.03.03	62EI32	EXCX22007D	$80,000
	522094.08.01.01.03.01	62EI42	EXCX22007D	$63,334
	644423.02.99.01.08	62EI62	ESAX22006D	$48,059
	763115.08.04.01.01	62EI13	ESAX22007D	$35,000
	763115.08.04.01.01	62EI22	ESAX22007D	$10,000
	763115.08.04.01.01	62EI32	ESAX22007D	$20,000
4200196861	981155.02.08	62ED03	ESAX22006D	$19,351
4200197441	401769.06.03.07.03.03	62EV13	EXCX22007D	$47,186
	763115.08.04.01.01	62EV30	ESAX22007D	$25,000
	699152.04.01.08	62EV43	ESAX22007D	$46,656
4200197621	578804.01.08.02	62VP33	ESAX22006D	$21,950
	578804.01.08.02	62VP33	ESAX22006D	$12,000
	401769.06.03.03.02.07	62VP34	EXCX22006D	$4,196
4200197989	637495.06.02.01.08.01	62VP34	EXCX22007D	$250,966
	627989.06.02.01.02.03	62VP34	EXCX22007D	$40,000
	401769.06.08.02.04.02	62VP34	EXCX22007D	$9,863
4200198328	691633.01.08.01	62ED03	EXCX22007D	$50,000
	524238.08.01.01.03	62MP31	EXCX22007D	$5,000

4200198408	811073.02.06.01.09.01	62VP62	ESAX22006D	$6,988
	412595.04.06.01	62VP62	ESAX22006D	$3,288
	399131.02.01.01.22	62VP62	ESAX22007D	$19,724
4200198945	981155.01.08.01	62EM03	EXCX22007D	$15,000
	524238.08.01.01.03	62EM10	EXCX22007D	$26,000
	522094.08.01.01.03.01	62EM10	EXCX22007D	$1,710
	520871.08.01.01.02	62EM10	EXCX22007D	$35,000
	522632.08.01.01	62EM10	EXCX22007D	$4,900
	524238.08.01.01.03	62EM10	EXCX22007D	$445,000
	524238.08.01.01.03	62EM10	EXCX22007D	$20,850
	524238.08.01.01.03	62EM40	EXCX22007D	$13,300
	685676.01.08.05	62EM40	ESAX22006D	$61,821
	520871.08.01.01.02	62EM40	EXCX22007D	$11,700
	524238.08.01.01.03	62EM40	EXCX22007D	$50,000
	197009.10.02.01.04	62EM40	EXCX22007D	$88
	522632.08.01.01	62EM40	EXCX22007D	$104,500
	524238.08.01.01.03	62EM20	EXCX22007D	$641
	524238.08.01.01.03	62EM20	EXCX22007D	$55,000
4200198993	763115.08.04.01.01	62ET01	ESAX22007D	$65,000
	321878.04.08.04.03.05.15	62ET10	ESAX22006D	$103,842
	763115.08.04.01.01	62ET40	ESAX22007D	$1,337
	524238.08.01.01.03	62ET30	EXCX22007D	$41,149
4200198036	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$18,542
	136905.08.05.08.03.08	62EI22	ESAX22007D	$67,776
	136905.02.06.08.05	62EI24	ESAX22007D	$24,703
	136905.08.05.11.01.02.08	62EI24	ESAX22007D	$59,469
	136905.08.05.08.02.08	62EI31	ESAX22007D	$25,000
	136905.08.05.08.02.08	62EI31	ESAX22007D	$25,000
	136905.08.05.08.02.08	62EI31	ESAX22007D	$25,000
	136905.08.05.12.01.08	62EM03	ESAX22007D	$3,983
	136905.08.05.12.01.08	62EM10	ESAX22007D	$91,073
	136905.08.05.12.02.08	62EM10	ESAX22007D	$55,296
	136905.02.99.02.08.02	62EM10	ESAX22006D	$220,100
	136905.02.99.02.08.02	62EM10	ESAX22006D	$24,000
	136905.08.05.12.01.08	62EM20	ESAX22007D	$36,746
	136905.08.05.12.01.08	62EM40	ESAX22007D	$73,866
	136905.08.05.12.02.08	62EM40	ESAX22007D	$179,075
	136905.08.05.12.07.08	62EM40	ESAX22007D	$65,188
	136905.02.07.08.05	62EO60	ESAX22007D	$184,401
	136905.02.08.08.03	62ER20	ESAX22007D	$152,713
	136905.08.05.04.01.08	62ER21	ESAX22007D	$73,778
	136905.08.05.04.02.08	62ER21	ESAX22007D	$40,000
	136905.08.04.01.08.04	62ER21	ESAX22007D	$71,958

	136905.08.04.01.08.07	62ER21	ESAX22007D	$15,000
	136905.08.05.02.01.08	62ER21	ESAX22007D	$47,424
	136905.08.04.01.08.07	62ER21	ESAX22007D	$10,000
	136905.08.05.04.07.08	62ER22	ESAX22007D	$9,180
	136905.08.05.04.06.08	62ER22	ESAX22007D	$6,011
	136905.08.05.04.07.08	62ER22	ESAX22007D	$15,000
	136905.08.05.05.03.08	62ER23	ESAX22007D	$200,000
	136905.08.05.06.01.08	62ER23	ESAX22007D	$62,808
	136905.08.05.06.01.08	62ER23	ESAX22007D	$318,376
	136905.02.99.02.08.07	62ER32	ESAX22006D	$200,000
	136905.08.04.01.08.02	62ER41	ESAX22007D	$30,000
	136905.08.05.06.01.08	62ER41	ESAX22007D	$25,000
	136905.02.99.02.08.04	62ER41	ESAX22006D	$25,242
	136905.02.99.02.08.04	62ER42	ESAX22006D	$41,566
	136905.02.99.02.08.08	62ER42	ESAX22006D	$26,844
	136905.08.05.02.01.08	62ER42	ESAX22007D	$23,903
	136905.02.99.02.08.04	62ER42	ESAX22006D	$29,224
	136905.02.99.02.08.04	62ER42	ESAX22006D	$55,593
	136905.08.04.01.08.08	62ER42	ESAX22007D	$38,000
	136905.02.99.02.08.08	62ER42	ESAX22006D	$15,933
	136905.02.99.02.08.08	62ER42	ESAX22006D	$34,008
	136905.08.04.01.08.05	62ER42	ESAX22007D	$34,008
	136905.08.05.10.01.08	62ET10	ESAX22007D	$46,796
	136905.08.04.02.08.09	62ET10	ESAX22007D	$30,000
	136905.08.05.10.03.08	62ET30	ESAX22007D	$317,423
	136905.08.05.10.02.08	62ET40	ESAX22007D	$26,367
	136905.10.10.80.40.20	62ET40	ESAX22007D	$90,932
	136905.02.04.08.11	62EV11	ESAX22007D	$14,456
	136905.02.04.08.02	62EV11	ESAX22007D	$32,446
	136905.02.04.08.02	62EV11	ESAX22007D	$11,027
	136905.02.04.08.11	62EV11	ESAX22007D	$18,410
	136905.02.04.08.02	62EV11	ESAX22007D	$5,330
	136905.02.04.08.02	62EV11	ESAX22007D	$6,716
	136905.02.04.08.03	62EV12	ESAX22007D	$12,614
	136905.02.04.08.03	62EV12	ESAX22007D	$92,096
	136905.02.08.08.02	62EV12	ESAX22007D	$226,229
	136905.08.05.02.02.08	62EV12	ESAX22007D	$17,400
	136905.02.04.08.03	62EV12	ESAX22007D	$6,643
	136905.02.07.08.04	62EV12	ESAX22007D	$5,103
	136905.02.05.08.05	62EV12	ESAX22007D	$3,511
	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$28,404
	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$26,808
	136905.02.07.08.05	62EV12	ESAX22007D	$162,854
	136905.02.02.08.05	62EV13	ESAX22007D	$105
	136905.02.02.08.05	62EV13	ESAX22007D	$33,060
	136905.02.06.08.03	62EV22	ESAX22007D	$186,997
	136905.08.05.08.06.08	62EV24	ESAX22007D	$34,497

	136905.08.05.08.01.08	62EV24	ESAX22007D	$34,539
	136905.08.05.08.01.08	62EV24	ESAX22007D	$934,515
	136905.02.06.08.02	62EV24	ESAX22007D	$132,695
	136905.02.04.08.04	62EV31	ESAX22007D	$364,468
	136905.08.01.09	62EV31	ESAX22007D	$28,044
	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$16,589
	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$498
	136905.08.01.09	62EV32	ESAX22007D	$34,000
	136905.02.04.08.06	62EV33	ESAX22007D	$79,862
	136905.02.04.08.06	62EV33	ESAX22006D	$4,892
	136905.02.04.08.06	62EV33	ESAX22007D	$143,000
	136905.10.30.20.10	62EV35	ESAX22007D	$31,215
	136905.08.05.02.02.08	62EV41	ESAX22007D	$18,842
	136905.02.04.08.09	62EV41	ESAX22007D	$330,103
	136905.02.04.08.10	62EV42	ESAX22007D	$11,259
	136905.02.04.08.10	62EV42	ESAX22007D	$42,026
	136905.08.05.02.02.08	62EV42	ESAX22007D	$9,390
	136905.02.04.08.09	62EV42	ESAX22007D	$73,909
	136905.02.01.08.04	62EV61	ESAX22007D	$437,986
	136905.08.05.02.03.08	62EV61	ESAX22007D	$4,508
	136905.08.05.02.01.08	62EV61	ESAX22007D	$32,392
	136905.08.05.02.05.08	62EV61	ESAX22007D	$25,636
	136905.02.02.08.02	62EV62	ESAX22007D	$179,152
	136905.02.02.08.04	62EV62	ESAX22007D	$550,916
	136905.02.04.08.01	62JP02	ESAX22007D	$19,394
	136905.02.04.08.01	62JP02	ESAX22007D	$28,926
	206518.02.10	62JP02	ESAX22007D	$500,000
	136905.01.01.08	62JP02	ESAX22007D	$1,240,507
	136905.02.02.08.01	62JP10	ESAX22007D	$23,678
	136905.02.02.08.01	62JP10	ESAX22007D	$44,551
	136905.02.07.08.01	62JP10	ESAX22007D	$6,164
	136905.02.07.08.01	62JP10	ESAX22007D	$14,078
	136905.02.01.08.01	62JP10	ESAX22007D	$1,078
	136905.02.01.08.01	62JP10	ESAX22007D	$12,282
	136905.10.10.80.50.40	62JP10	ESAX22007D	$10,710,123
	136905.10.10.80.50.50	62JP10	ESAX22007D	$148,076
	136905.10.10.80.50.50	62JP10	ESAX22007D	$90,844
	136905.02.08.08.01	62JP10	ESAX22007D	$4,159
	136905.08.05.12.01.08	62JP30	ESAX22007D	$99,932
	136905.08.05.02.01.08	62JP30	ESAX22007D	$52,158
	321878.04.10.01.01	62JP40	ESAX22006D	$25,627
4200198327	763115.08.04.01.01	62ET01	ESAX22007D	$40,000
	644423.06.32.01.08	62ER23	ESAX22007D	$25,000
	197009.10.01.01.12	62ER21	EXCX22006D	$45,958
	321878.04.08.04.04.03.08	62ER33	ESAX22006D	$23,500
	520871.08.01.01.02	62ER50	EXCX22007D	$25,178

	520871.08.01.01.02	62ER50	EXCX22007D	$3,135
	520871.08.01.01.02	62ER50	EXCX22007D	$242,647
	136905.02.99.05.08.04	62ER32	ESAX22006D	$10,000
4200199106	197009.10.01.01.11	62EV31	EXCX22007D	$60,000
	197009.10.01.01.11	62EV31	EXCX22007D	$10,000
	510505.05.08.07.03	62EV32	ESAX22007D	$100,000
	197009.10.01.01.10	62EV31	EXCX22007D	$300,000
	197009.10.02.01.02	62EV32	EXCX22007D	$15,000
	197009.10.01.01.06	62EV12	EXCX22007D	$66,533
				$23,412,420

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
29	See Block 16C	See Pages 3 - 5	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Pages 3 – 5

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
James M. Shelton Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY 'Original Signed by Sherry K. Davidson	05/24/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$219,392,704
This Mod	0	0	0	0	0	0	0	0	0	6,173,931
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$225,566,635

Description of Modification

The purpose of this modification is to provide $6,173,931 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $6,173,931 from $219,392,704 to $225,566,635 Clause B.4 shown in Mod 28 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 29), is substituted in lieu thereof

2. The contract de-obligation was requested by Gloria Carr on May 10, 2007 in the amount of $50,000 for PR 4200194730, sub-element 30-00004-01, ALI: 140, and PLI: 215.

3. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 29)	B-4 (Mod 28)

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

PR	Subelement	WBS	Cost Center	Fund	Amount
4200194730	30-000304-01	981155.11.06.08	62ED03	EXCX22007D	-50,000
4200202112	45-010008-CA	136905.10.10.80.50.50	62JP60	ESAX22006D	85,000
	45-010011-CA	136905.10.10.80.50.10	62JP60	ESAX22006D	100,000
	45-010007-CA	136905.10.10.80.50.40	62JP60	ESAX22006D	1,440,325
	31-020401-CV	136905.02.06.08.05	62EI24	ESAX22006D	14,901
	35-060001-CD	136905.02.07.08.05	62EO60	ESAX22006D	61,567
	33-020001-CA	136905.02.08.08.03	62ER20	ESAX22006D	25,452
	33-020001-CA	136905.02.04.08.11	62EV11	ESAX22006D	23,331
	33-020001-CA	136905.02.04.08.02	62EV11	ESAX22006D	224,326
	33-020001-CA	136905.02.04.08.02	62EV11	ESAX22006D	92,786
	33-020001-CA	136905.02.04.08.02	62EV11	ESAX22006D	53,057
	33-020001-CA	136905.02.04.08.02	62EV11	ESAX22006D	24,295
	33-020001-CA	136905.02.04.08.02	62EV11	ESAX22006D	62,308
	32-010202-CA	136905.02.04.08.03	62EV12	ESAX22006D	17,746
	32-010203-CA	136905.02.04.08.03	62EV12	ESAX22006D	75,898
	32-010203-CB	136905.02.08.08.02	62EV12	ESAX22006D	103,872
	32-010205-CB	136905.02.04.08.03	62EV12	ESAX22006D	23,706
	32-010206-CA	136905.02.07.08.04	62EV12	ESAX22006D	8,443
	32-010206-CB	136905.02.05.08.05	62EV12	ESAX22006D	72
	32-010301-CB	136905.02.02.08.05	62EV13	ESAX22006D	11,956
	32-010302-CB	136905.02.02.08.05	62EV13	ESAX22006D	21,525
	32-020201-CB	136905.02.06.08.03	62EV22	ESAX22006D	107,928
	32-020401-CE	136905.02.06.08.02	62EV24	ESAX22006D	44,232
	32-030106-CA	136905.02.04.08.04	62EV31	ESAX22006D	130,123
	32-030301-CB	136905.02.04.08.06	62EV33	ESAX22006D	201,713
	32-030301-CC	136905.02.04.08.06	62EV33	ESAX22006D	7,988
	32-030301-CD	136905.02.04.08.06	62EV33	ESAX22006D	47,672
	32-040102-CA	136905.02.04.08.09	62EV41	ESAX22006D	138,009
	32-040201-CC	136905.02.04.08.10	62EV42	ESAX22006D	11,065
	32-040201-CD	136905.02.04.08.10	62EV42	ESAX22006D	88,892
	32-040203-CA	136905.02.04.08.09	62EV42	ESAX22006D	34,818
	32-060201-CA	136905.02.02.08.02	62EV62	ESAX22006D	270,128
	32-060201-CC	136905.02.02.08.04	62EV62	ESAX22006D	101,153
	45-010004-CB	136905.02.02.08.01	62JP10	ESAX22006D	15,487
	45-010005-CA	136905.02.07.08.01	62JP10	ESAX22006D	3,427
	45-010006-CB	136905.02.01.08.01	62JP10	ESAX22006D	7,238
	45-010009-CA	136905.02.08.08.01	62JP10	ESAX22006D	2,656
	45-010009-CD	136905.02.08.08.01	62JP10	ESAX22006D	92,090
	32-030216-CB	136905.08.01.02.01	62EV32	ESAX22006D	46,779
	32-030107-CA	136905.08.01.02.01	62EV31	ESAX22006D	44,393

	31-020102-CA	136905.08.05.08.08.01.08	62EI21	ESAX22006D	5,000
	31-020204-CU	136905.08.05.08.03.08	62EI22	ESAX22006D	20,000
	31-030101-CA	136905.08.05.08.02.08	62EI31	ESAX22006D	50,000
	31-030101-CB	136905.08.05.08.02.08	62EI31	ESAX22006D	100,000
	31-030101-CC	136905.08.05.08.02.08	62EI31	ESAX22006D	328,618
	32-020301-CA	136905.08.05.08.02.08	62EV23	ESAX22006D	5,000
	32-020301-CK	136905.08.05.08.02.08	62EV23	ESAX22006D	55,000
	32-020301-CL	136905.08.05.08.04.08	62EV23	ESAX22006D	15,000
	32-020301-CM	136905.08.05.08.11.08	62EV23	ESAX22006D	15,000
	32-020401-CA	136905.08.05.08.06.08	62EV24	ESAX22006D	25,000
	32-020401-CB	136905.08.05.08.01.08	62EV24	ESAX22006D	50,000
	33-020301-CF	136905.08.05.06.01.08	62ER23	ESAX22006D	150,000
	33-030301-CA	136905.08.05.05.01.08	62ER33	ESAX22006D	4,000
	33-030303-CG	136905.08.05.06.01.08	62ER33	ESAX22006D	15,000
	33-030303-CK	136905.08.05.06.01.08	62ER33	ESAX22006D	40,000
	33-040107-CE	136905.08.05.06.01.08	62ER41	ESAX22006D	15,000
	33-040210-CA	136905.08.05.06.02.08	62ER42	ESAX22006D	4,000
	31-010104-CA	136905.08.05.11.01.02.08	62EI11	ESAX22006D	5,000
	31-020403-CA	136905.08.05.11.01.02.08	62EI24	ESAX22006D	20,000
	32-010205-CA	136905.08.05.11.01.01.08	62EV12	ESAX22006D	4,000
	32-010206-CD	136905.08.05.11.01.01.08	62EV12	ESAX22006D	25,000
	35-060001-CA	136905.08.05.11.01.05.08	62EO60	ESAX22006D	3,000
	45-030001-CE	136905.08.05.11.01.01.08	62JP30	ESAX22006D	15,000
	31-010301-CA	136905.08.05.12.02.08	62EI13	ESAX22006D	75,000
	34-000301-CA	136905.08.05.12.01.08	62EM03	ESAX22006D	3,000
	34-000302-CB	136905.08.05.12.01.08	62EM03	ESAX22006D	20,000
	34-010002-CA	136905.08.05.12.01.08	62EM10	ESAX22006D	30,000
	34-010002-CB	136905.08.05.12.02.08	62EM10	ESAX22006D	9,000
	34-010003-CA	136905.08.05.12.01.08	62EM10	ESAX22006D	50,000
	34-010003-CB	136905.08.05.12.02.08	62EM10	ESAX22006D	65,000
	34-020002-CA	136905.08.05.12.01.08	62EM20	ESAX22006D	10,000
	34-030001-CA	136905.08.05.12.01.08	62EM30	ESAX22006D	5,000
	34-030001-CB	136905.08.05.12.02.08	62EM30	ESAX22006D	50,000
	34-040001-CC	136905.08.05.12.07.08	62EM40	ESAX22006D	8,000
	34-040003-CC	136905.08.05.12.07.08	62EM40	ESAX22006D	5,000
	34-040005-CA	136905.08.05.12.01.08	62EM40	ESAX22006D	9,000
	34-040005-CB	136905.08.05.12.02.08	62EM40	ESAX22006D	20,000
	34-040005-CC	136905.08.05.12.07.08	62EM40	ESAX22006D	8,000
	33-020101-CB	136905.08.05.04.02.08	62ER21	ESAX22006D	25,000
	33-030401-CB	136905.08.05.04.02.08	62ER34	ESAX22006D	3,000
	33-040107-CB	136905.08.05.04.01.08	62ER41	ESAX22006D	30,000
	31-010312-CA	136905.08.05.03.02.01.08	62EI13	ESAX22006D	7,000
	31-010317-CA	136905.08.05.03.02.01.08	62EI13	ESAX22006D	75,000
	32-030105-CA	136905.08.05.03.03.01.08	62EV31	ESAX22006D	50,000
	32-030204-CA	136905.08.05.03.01.01.08	62EV32	ESAX22006D	50,000

	32-030204-CB	136905.08.05.03.01.01.08	62EV32	ESAX22006D	8,000
	32-030204-CD	136905.08.05.03.01.01.08	62EV32	ESAX22006D	35,000
	32-030204-CG	136905.08.05.03.01.01.08	62EV32	ESAX22006D	10,000
	32-030204-CH	136905.08.05.03.03.01.08	62EV32	ESAX22006D	20,000
	32-030204-CJ	136905.08.05.03.01.01.08	62EV32	ESAX22006D	10,000
	32-030204-CK	136905.08.05.03.01.01.08	62EV32	ESAX22006D	25,000
	32-030204-CL	136905.08.05.03.04.01.08	62EV32	ESAX22006D	10,000
	33-020101-CH	136905.08.05.02.01.08	62ER21	ESAX22006D	60,000
	32-010102-CA	136905.08.05.02.04.08	62EV11	ESAX22006D	50,000
	32-010102-CB	136905.08.05.02.01.08	62EV11	ESAX22006D	50,000
	32-010102-CC	136905.08.05.02.01.08	62EV11	ESAX22006D	15,000
	32-010102-CD	136905.08.05.02.01.08	62EV11	ESAX22006D	25,000
	32-040101-CG	136905.08.05.02.04.08	62EV41	ESAX22006D	50,000
	33-040202-CB	136905.08.05.02.01.08	62ER42	ESAX22006D	15,000
	32-040101-CH	136905.08.05.02.02.08	62EV41	ESAX22006D	20,000
	33-030401-CF	136905.08.05.04.06.08	62ER34	ESAX22006D	10,000
	33-030401-CG	136905.08.05.04.07.08	62ER34	ESAX22006D	3,000
	31-030201-CA	136905.08.05.09.01.08	62EI32	ESAX22006D	20,000
	31-030201-CB	136905.08.05.09.01.08	62EI32	ESAX22006D	30,000
	31-030201-CC	136905.08.05.09.01.08	62EI32	ESAX22006D	20,000
	32-030502-CA	136905.08.05.10.03.08	62EV35	ESAX22006D	6,000
	36-010001-CB	136905.08.05.10.01.08	62ET10	ESAX22006D	6,000
	36-030003-CA	136905.08.05.10.03.08	62ET30	ESAX22006D	40,000
	33-040107-CC	136905.08.05.05.01.08	62ER41	ESAX22006D	25,000
	45-010008-CE	136905.08.05.08.01.08	62JP10	ESAX22006D	60,000
	32-030204-CN	136905.08.05.03.03.01.08	62EV32	ESAX22006D	118,956
	32-030205-CB	136905.08.05.02.04.08	62EV32	ESAX22006D	40,000
					$6,173,931

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
30	See Block 16C	See Pages 3 - 5	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDP		PS21-MDP	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDP/Kimberly S. Carson
256-544-0609
Kimberly.S.Carson@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Pages 3 – 5

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
James M. Shelton Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY *Original Signed by Sherry K. Davidson*	05/24/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$225,566,635
This Mod	0	0	0	0	0	0	0	0	0	11,698,379
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$237,265,014

Description of Modification

The purpose of this modification is to provide $11,698,379 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $11,698,379 from $225,566,635 to $237,265,014 Clause B.4 shown in Mod 29 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 30), is substituted in lieu thereof

2. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 30)	B-4 (Mod 29)

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

PR	Subelement	WBS	Cost Center	Fund	Amount
4200198877	43-060301-00	044014.02.99.02.01	62VP63	ESAX22006D	300,000
	43-060301-00	390492.04.02.06.98	62VP63	ESAX22007D	100,000
4200199257	34-0200001-00	136905.02.99.01.08	62EM01	ESAX22006D	100,000
4200199991	43-050201-00	591158.02.99.06.08	62VP52	ESAX22006D	215,000
4200200230	31-040203-01	522632.08.01.01	62EI42	EXCX22007D	35,500
	31-040203-03	524238.08.01.01.03	62EI42	EXCX22007D	71,000
	31-040202-01	522632.08.01.01	62EI42	EXCX22007D	3,500
	31-040202-02	522632.08.01.01	62EI42	EXCX22007D	6,500
	31-040203-01	520871.08.01.01.02	62EI42	EXCX22007D	35,000
	31-040102-02	763115.08.04.01.01	62EI42	ESAX22007D	50,757
	31-010202-00	516572.04.06.01.04	62EI12	ESAX22007D	20,000
	31-060202-05	378710.05.02	62EI62	ESAX22006D	30,800
	43-010101-CE	278083.06.02.02	62VP40	ESAX22007D	70,000
	31-050301-01	516572.04.06.01.04	62EI53	ESAX22006D	6,540
	43-010101-CB	986249.01.11.20.15.08	62VP31	ESAX22007D	23,120
	43-010101-CD	986249.01.11.20.15.08	62VP31	ESAX22007D	35,911
	31-060303-04	986249.01.11.20.15.08	62EI63	ESAX22007D	70,969
	31-020401-09	524238.08.01.01.03	62EI24	EXCX22007D	15,200
	31-020203-01	763115.08.04.01.01	62EI22	ESAX22007D	5,000
	31-030201-28	763115.08.04.01.01	62EI32	ESAX22007D	11,500
	31-050101-28	763115.08.04.01.01	62EI51	ESAX22007D	231
	31-030201-31	981155.03.08	62EI32	EXCX22007D	25,028
	31-050101-25	378710.05.02	62EI51	ESAX22007D	4,000
	31-010303-00	825080.04.06.01.02	62EI13	ESAX22006D	82,115
	31-020102-03	522632.08.01.01	62EI21	EXCX22007D	35,000
	31-010306-00	825080.04.06.01.04	62EI13	ESAX22006D	15,696
	31-010310-00	825080.04.06.01.04	62EI13	ESAX22006D	81,271
	31-020401-03	825080.04.06.01.07	62EI24	ESAX22006D	18,090
	31-020403-01	825080.04.06.01.11	62EI24	ESAX22006D	75,964
	31-030201-07	825080.04.06.01.11	62EI32	ESAX22006D	182,273
	31-030201-21	825080.04.06.01.11	62EI32	ESAX22006D	30,259
	31-060201-03	825080.04.06.01.07	62EI62	ESAX22006D	27,129

	32-010202-02	825080.04.06.01.07	62EV12	ESAX22006D	5,975
	32-010206-01	825080.04.06.01.07	62EV12	ESAX22006D	11,181
	32-010208-01	825080.04.06.01.07	62EV12	ESAX22006D	9,800
	31-010303-00	825080.04.06.01.02	62EI13	ESAX22006D	50,000
	31-010306-00	825080.04.06.01.04	62EI13	ESAX22006D	50,000
	31-010310-00	825080.04.06.01.04	62EI13	ESAX22006D	50,000
	31-020401-03	825080.04.06.01.07	62EI24	ESAX22006D	50,000
4200200422	34-010002-02	522094.08.01.01.03.01	62EM10	EXCX22007D	41,000.00
	34-010002-03	524238.08.01.01.03	62EM10	EXCX22007D	27,000.00
	34-010003-21	524238.08.01.01.03	62EM10	EXCX22007D	15,000.00
	34-010003-35	520871.08.01.01.02	62EM10	EXCX22006D	8,000.00
	34-010002-02	522094.08.01.01.03.01	62EM10	EXCX22007D	75,000.00
	34-010003-25	522094.08.01.01.03.01	62EM10	EXCX22007D	7,000.00
	34-030001-99	522632.08.01.01	62EM30	EXCX22007D	16,000.00
	34-030001-02	522094.08.01.01.03.01	62EM30	EXCX22007D	30,000.00
	34-000302-00	524238.08.01.01.03	62EM03	EXCX22007D	42,000.00
	34-030001-99	524238.08.01.01.03	62EM30	EXCX22007D	50,000.00
	34-030001-99	520871.08.01.01.02	62EM30	EXCX22007D	50,000.00
	34-030001-99	522094.08.01.01.03.01	62EM30	EXCX22007D	25,000.00
	34-030001-07	825080.04.06.08	62EM30	EXCX22006D	13,900.00
	34-030001-01	524238.08.01.01.03	62EM30	EXCX22007D	18,000.00
	34-030001-01	522094.08.01.01.03.01	62EM30	EXCX22007D	18,000.00
	34-030001-01	520871.08.01.01.02	62EM30	EXCX22007D	18,000.00
	34-020002-06	524238.08.01.01.03	62EM20	EXCX22007D	38,000.00
	34-040002-01	522094.08.01.01.03.01	62EM40	EXCX22007D	4,200.00
	34-040005-00	524238.08.01.01.03	62EM40	EXCX22007D	18,800.00
	34-040005-00	524238.08.01.01.03	62EM40	EXCX22007D	88,022.00
	34-040005-00	520871.08.01.01.02	62EM40	EXCX22007D	50,000.00
	34-040001-09	524238.08.01.01.03	62EM40	EXCX22007D	60,000.00

	34-030001-99	825080.04.06.10	62EM50	ESAX22006D	42,440.00
	34-040001-R1	197009.10.02.01.02	62EM40	EXCX22007D	30,000.00
4200200957	33-020101-01	522094.08.01.01.03.01	62ER21	EXCX22007D	120,000
	33-010101-00	850661.04.02.08	62ER24	ESAX22006D	12,500
	33-010101-00	892182.01.08.07.0794.01	62ER24	EXCX22007R	33,500
	33-030101-01	522094.08.01.01.03.04	62ER31	EXCX22007D	131,000
	33-030201-12	522094.08.01.01.03.03	62ER32	EXCX22007D	2,500
	33-030201-02	321878.04.08.04.05.08	62ER32	ESAX22006D	20,000
	33-040105-CA	197009.10.01.01.12	62ER41	EXCX22007D	36,319
	33-040105-00	197009.10.01.01.12	62ER41	EXCX22007D	23,447
	33-040105-CB	197009.10.01.01.12	62ER41	EXCX22007D	234
	33-030301-01	321878.04.11.01.03	62ER33	ESAX22006D	26,000
	33-020301-03	253225.04.01.02.04.03.08	62ER23	ESAX22007D	5,000
	33-040111-00	644423.06.32.03.10.08	62ER41	ESAX22007D	19,784
	33-030303-09	321878.04.08.04.04.03.08	62ER33	ESAX22006D	13,000
	33-010101-00	850661.02.99.03.08	62ER24	ESAX22006D	53,700
	33-010101-00	136905.02.99.02.08.10	62ER24	ESAX22006D	250,000
	30-000304-01	981155.11.06.08	62ED03	EXCX22006D	50,000
	43-060301-00	920760.01.01.02.03	62VP53	ESAX22006D	78,500
	32-010302-40	763115.08.04.01.06	62EV13	ESAX22007D	84,000
	32-040302-01	591158.04.12.01.01	62EV43	ESAX22006D	13,374
	32-010302-50	197009.10.01.01.04	62EV13	EXCX22007D	27,231
	32-010301-01	197009.10.01.01.03	62EV13	EXCX22007D	11,615
	45-040001-CA	206518.02.99.01.08.01	62JP40	ESAX22006D	44,482
	45-040002-00	321878.04.10.01.01	62JP40	ESAX22006D	10,000
	45-010003-CF	136905.10.10.10.10	62JP10	ESAX22007D	100,000
	45-010008-CB	136905.10.10.80.50.20.10	62JP10	ESAX22007D	148,076
	45-010008-CC	136905.10.10.80.50.20.10	62JP10	ESAX22007D	90,488
	33-030201-CK	136905.10.10.80.40.20	62ER32	ESAX22007D	50,029

	36-010001-CA	136905.10.30.20.10	62ET10	ESAX22007D	169,896
	36-040001-CB	136905.10.30.20.10	62ET40	ESAX22007D	103,561
4200200984	32-030108-CA	136905.10.30.20.10	62EV31	ESAX22007D	100,381
	45-020001-CD	136905.08.01.09	62JP20	ESAX22007D	132,464
4200202573	33-020202-CB	136905.08.01.11	62ER22	ESAX22007D	177,415
	33-040112-CA	136905.08.05.04.02.08	62ER41	ESAX22007D	12,498
4200202679	33-040112-CA	136905.08.05.04.03.08	62ER41	ESAX22007D	12,499
	34-030001-CD	136905.08.04.01.08.08	62EM30	ESAX22007D	25,000
	33-020101-CG	136905.08.04.01.08.05	62ER21	ESAX22007D	51,508
	33-030301-CQ	136905.08.04.01.08.05	62ER33	ESAX22007D	63,233
	33-040201-CB	136905.02.99.02.08.08	62ER42	ESAX22006D	453,842
4200202767	33-040201-CC	136905.02.99.02.08.09	62ER42	ESAX22006D	4,996
	33-040205-CA	136905.08.04.01.08.08	62ER42	ESAX22007D	3,042
	33-040308-CA	136905.08.04.01.08.09	62ER43	ESAX22007D	32,279
	45-050001-CB	136905.08.04.01.08.01	62JP50	ESAX22007D	76,722
	34-040003-CC	136905.02.99.01.08	62EM01	ESAX22006D	5,220,000
	34-010003-71	136905.02.99.01.08	62EM01	ESAX22006D	750,000
	34-020002-99	441261.02.99.06.08	62EM01	ESAX22006D	58,593
					$11,698,379

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
16	1 of 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
31	See Block 16C	See Pages 3 - 7	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDH		PS21-MDH	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDH/Eunice L. Rose
256-544-8231
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Pages 3 – 7

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
James M. Shelton Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY *Original Signed by Sherry K. Davidson*	06/28/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$237,265,014
This Mod	0	0	0	0	0	0	0	0	0	10,355,722
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$247,620,736

Description of Modification

The purpose of this modification is to provide $10,355,722 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $10,355,722 from $237,265,014 to $247,620,736 Clause B.4 shown in Mod 30 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 31), is substituted in lieu thereof

2. The contract de-obligations were requested by Gloria Carr on June 20, 2007 and are included in the funding action above:
$34,545 for PR 4200197441, sub-element 32-010302-01, ALI: 10, and PLI: 220;
$1,337,643 for PR 4200173425, sub-element 34-010003-68, ALI: 80, PLI: 155;
$299,977 for PR 4200173425, sub-element 34-010003-68, ALI: 90, PLI: 155.

3. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 31)	B-4 (Mod 30)

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

PR	Subelement	WBS	Cost Center	Fund	Amount
4200197441		401769.06.03.07.03.03	62EV13	EXCX22007D	$ (34,545.00)
4200173425	34-010003-68	953033.04.08.01	62ED01	ESAX22006D	$ (1,337,643.00)
	34-010003-68	931164.08.01	62EM01	ESAX22006D	$ (299,977.00)
4200202109	43-030501-01	579487.02.06	62VP52	ESAX22007D	$ 14,360.00
	43-030001-00	825080.04.06.07	62VP30	ESAX22006D	$ 85,000.00
	43-050101-01	346620.01.01.01	62VP51	ESAX22007D	$ 4,531.00
	43-050101-02	346620.01.01.01	62VP51	ESAX22007D	$ 118,795.00
	43-050101-02	346620.01.01.01	62VP51	ESAX22006D	$ 82,992.00
	43-050101-02	346620.04.04.02.01.01	62VP51	ESAX22007D	$ 85,190.00
	43-050101-04	346620.01.01.02	62VP51	ESAX22007D	$ 78,039.00
	43-050101-01	430728.02.04.05.01	62VP61	ESAX22006D	$ 25,000.00
	43-050101-01	281945.02.03.01.02	62VP61	ESAX22006D	$ 6,933.00
	43-050101-01	802678.02.10	62VP61	ESAX22006D	$ 93,000.00
	43-050101-01	921266.04.08.01	62VP61	ESAX22006D	$ 93,184.00
4200202699	34-050001-00	522632.08.01.01	62EM50	EXCX22007D	$ 14,200.00
	34-010003-35	520871.08.01.01.02	62EM10	EXCX22007D	$ 42,000.00
	34-010002-00	522094.08.01.01.03.01	62EM10	EXCX22007D	$ 3,800.00
	34-010002-01	522094.08.01.01.03.01	62EM10	EXCX22007D	$ 5,800.00
	34-010003-00	522094.08.01.01.03.01	62EM10	EXCX22007D	$ 4,000.00
	34-010003-02	522094.08.01.01.03.01	62EM10	EXCX22007D	$ 35,000.00
	34-010003-25	522094.08.01.01.03.01	62EM10	EXCX22007D	$ 81,000.00
	34-010002-02	522094.08.01.01.03.01	62EM10	EXCX22007D	$ 125,000.00
	34-010002-12	939904.05.08	62EM40	EXCX22006D	$ 10,377.00
	34-000301-00	981155.01.08.01	62EM30	EXCX22007D	$ 17,000.00
	34-030001-61	463169.01.12.12	62EM30	ESAX22007D	$ 85,000.00
	34-030001-03	524238.08.01.01.03	62EM30	EXCX22007D	$ 30,000.00
	34-030001-07	524238.08.01.01.03	62EM30	EXCX22007D	$ 30,000.00
	34-020002-22	524238.08.01.01.03	62EM20	EXCX22007D	$ 50,000.00
	34-010003-22	524238.08.01.01.03	62EM20	EXCX22007D	$ 80,000.00
4200203616	34-020002-99	136905.02.99.01.08	62EM01	ESAX22006D	$ 70,000.00
	34-020002-99	441261.02.99.06.08	62EM01	ESAX22006D	$ 77,641.00
4200204055	43-010101-CE	604746.04.30.01.08	62VP31	ESAX22007D	$ 70,000.00
	31-060303-CB	604746.02.06.02.08	62EI63	ESAX22007D	$ 44,000.00
	31-060303-04	278083.02.01.03	62EI63	ESAX22006D	$ 64,354.00
	31-060303-03	986249.01.11.20.16.08	62EI63	ESAX22007D	$ 65,000.00
	31-060303-02	329231.03.02.20.10.08	62EI63	ESAX22007D	$ 300,000.00
	31-020401-05	197009.10.01.01.05	62EI24	EXCX22007D	$ 30,000.00
	31-010315-CA	644423.06.34.03.09.08	62EI13	ESAX22007D	$ 100,000.00
	31-060303-CC	278083.02.01.03	62EI63	ESAX22006D	$ 7,258.00
	31-060303-CE	278083.02.01.03	62EI63	ESAX22006D	$ 1,283.00
	31-060303-06	510505.05.08.07.07	62EI63	ESAX22007D	$ 60,000.00

	31-030201-30	981155.03.08	62EI32	EXCX22007D	$ 68,000.00
	31-030201-31	981155.03.08	62EI32	EXCX22007D	$ 68,000.00
	31-010201-02	401769.06.08.02.04.02	62EI12	EXCX22007D	$ 36,341.00
	31-010201-01	401769.06.03.03.02.07	62EI12	EXCX22007D	$ 56,972.00
	31-050302-02	401769.06.03.07.02.03	62EI53	EXCX22007D	$ 175,000.00
4200204404	34-030001-50	206518.02.99.01.08.05	62EM30	ESAX22006D	$ 327,094.00
4200204781	32-030301-R1	197009.10.01.01.11	62EV33	EXCX22007D	$ 10,000.00
	32-010302-CA	986249.01.11.20.14.08	62EV13	ESAX22007D	$ 25,000.00
	32-010302-52	939904.06.08.01	62EV13	EXCX22007D	$ 50,000.00
	32-030001-00	763115.08.04.01.01	62EV30	ESAX22007D	$ 32,000.00
	32-030301-CE	292360.09.20.07.01	62EV33	ESAX22007D	$ 78,500.00
	32-010302-40	763115.08.04.01.06	62EV13	ESAX22007D	$ 3,000.00
	32-010205-03	524238.08.01.01.03	62EV12	EXCX22007D	$ 10,500.00
	32-030201-CA	510505.05.08.07.03	62EV32	ESAX22007D	$ 11,686.00
	32-030104-03	197009.10.01.01.10	62EV31	EXCX22006D	$ 184,425.00
	32-030104-03	197009.10.01.01.10	62EV31	EXCX22007D	$ 123,000.00
	32-010201-01	197009.10.01.01.06	62EV12	EXCX22007D	$ 38,000.00
4200204897	43-060301-00	889836.04.22	62VP62	ESAX22007D	$ 2,724.00
4200205112	30-000303-00	691633.01.08.01	62ED03	EXCX22007D	$ 32,000.00
4200205606	33-010101-04	206518.02.99.01.08.04	62ER11	ESAX22006D	$ 22,500.00
4200205838	31-010104-CA	136905.08.05.11.01.02.08	62EI11	ESAX22007D	$ 42,278.00
	31-010301-CA	136905.08.05.12.02.08	62EI13	ESAX22007D	$ 99,751.00
	31-010308-CA	136905.02.04.08.08	62EI13	ESAX22007D	$ 12,354.00
	31-010312-CA	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$ 10,579.00
	31-010317-CA	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$ 17,524.00
	31-020102-CA	136905.08.05.08.08.01.08	62EI21	ESAX22007D	$ 8,332.00
	31-020204-CU	136905.08.05.08.03.08	62EI22	ESAX22007D	$ 20,666.00
	31-020401-CV	136905.02.06.08.05	62EI24	ESAX22007D	$ 41,442.00
	31-020403-CA	136905.08.05.11.01.02.08	62EI24	ESAX22007D	$ 32,921.00
	31-030101-CA	136905.08.05.08.02.08	62EI31	ESAX22007D	$ 251,070.00
	31-030101-CB	136905.08.05.08.02.08	62EI31	ESAX22007D	$ 201,070.00
	31-030101-CC	136905.08.05.08.02.08	62EI31	ESAX22007D	$ 633,297.00
	31-030201-CA	136905.08.05.09.01.08	62EI32	ESAX22007D	$ 41,442.00
	31-030201-CB	136905.08.05.09.01.08	62EI32	ESAX22007D	$ 51,798.00
	31-030201-CC	136905.08.05.09.01.08	62EI32	ESAX22007D	$ 46,607.00
	31-040203-CV	136905.02.06.08.02	62EI42	ESAX22007D	$ 3,432.00
	31-060303-CF	136905.08.05.02.04.08	62EI63	ESAX22007D	$ 205,745.00

	32-010102-CA	136905.08.05.02.04.08	62EV11	ESAX22007D	$ 66,783.00
	32-010102-CB	136905.08.05.02.01.08	62EV11	ESAX22007D	$ 102,383.00
	32-010102-CC	136905.08.05.02.01.08	62EV11	ESAX22007D	$ 32,671.00
	32-010102-CD	136905.08.05.02.01.08	62EV11	ESAX22007D	$ 41,548.00
	32-010204-CB	136905.08.05.02.02.08	62EV12	ESAX22007D	$ 18,435.00
	32-010205-CA	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$ 16,354.00
	32-010206-CC	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$ 203,901.00
	32-010206-CD	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$ 52,897.00
	32-010208-CB	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$ 138,277.00
	32-020301-CA	136905.08.05.08.02.08	62EV23	ESAX22007D	$ 25,826.00
	32-020301-CB	136905.08.05.08.11.08	62EV23	ESAX22007D	$ 7,200.00
	32-020301-CK	136905.08.05.08.02.08	62EV23	ESAX22007D	$ 83,973.00
	32-020301-CL	136905.08.05.08.04.08	62EV23	ESAX22007D	$ 22,590.00
	32-020301-CM	136905.08.05.08.11.08	62EV23	ESAX22007D	$ 23,940.00
	32-020401-CA	136905.08.05.08.06.08	62EV24	ESAX22007D	$ 38,806.00
	32-020401-CB	136905.08.05.08.01.08	62EV24	ESAX22007D	$ 86,887.00
	32-020401-CD	136905.08.05.08.01.08	62EV24	ESAX22007D	$ 200,000.00
	32-030105-CA	136905.08.05.03.03.01.08	62EV31	ESAX22007D	$ 62,987.00
	32-030105-CB	136905.08.05.03.03.01.08	62EV31	ESAX22007D	$ 384,287.00
	32-030204-CA	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 257,092.00
	32-030204-CB	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 31,071.00
	32-030204-CC	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$ 16,824.00
	32-030204-CD	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 17,441.00
	33-020203-CB	136905.08.01.11	62ER22	ESAX22007D	$ 150,000.00
	32-030204-CG	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 7,382.00
	32-030204-CH	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$ 13,631.00
	32-030204-CJ	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 23,589.00
	32-030204-CK	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 28,186.00
	32-030204-CL	136905.08.05.03.04.01.08	62EV32	ESAX22007D	$ 24,736.00
	32-030205-CB	136905.08.05.02.03.08	62EV32	ESAX22007D	$ 9,450.00
	32-030502-CA	136905.08.05.10.03.08	62EV35	ESAX22007D	$ 23,848.00
	32-040101-CE	136905.08.05.07.01.08	62EV41	ESAX22007D	$ 42,998.00
	32-040101-CG	136905.08.05.02.04.08	62EV41	ESAX22007D	$ 27,796.00
	32-040101-CH	136905.08.05.02.02.08	62EV41	ESAX22007D	$ 11,939.00
	32-060101-CU	136905.08.05.02.01.08	62EV61	ESAX22007D	$ 111,624.00

	32-060103-CD	136905.08.05.02.05.08	62EV61	ESAX22007D	$ 22,151.00
	32-060201-CU	136905.08.05.02.02.08	62EV62	ESAX22007D	$ 6,834.00
	33-020101-CB	136905.08.05.04.02.08	62ER21	ESAX22007D	$ 21,288.00
	33-020101-CC	136905.08.05.04.03.08	62ER21	ESAX22007D	$ 5,867.00
	33-020101-CH	136905.08.05.02.01.08	62ER21	ESAX22007D	$ 40,000.00
	33-020203-CE	136905.08.05.13.03.01.08	62ER22	ESAX22007D	$ 9,061.00
	33-020301-CA	136905.08.05.06.02.08	62ER23	ESAX22007D	$ 118,475.00
	33-020301-CB	136905.08.05.05.03.08	62ER23	ESAX22007D	$ 225,963.00
	33-020301-CF	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 172,987.00
	33-020301-CG	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 5,272.00
	33-030301-CA	136905.08.05.05.01.08	62ER33	ESAX22007D	$ 6,711.00
	33-030301-CC	136905.08.05.05.04.08	62ER33	ESAX22007D	$ 2,241.00
	33-030301-CD	136905.08.05.05.06.08	62ER33	ESAX22007D	$ 16,140.00
	33-040113-CA	136905.02.04.08.04	62ER41	ESAX22007D	$ 72,702.00
	33-030301-CF	136905.08.05.04.02.08	62ER33	ESAX22007D	$ 3,270.00
	33-030301-CJ	136905.08.05.06.01.08	62ER33	ESAX22007D	$ 767.00
	33-040211-CA	136905.02.04.08.07	62ER42	ESAX22007D	$ 16,994.00
	33-030301-CK	136905.08.05.06.02.08	62ER33	ESAX22007D	$ 1,503.00
	33-030301-CL	136905.08.05.06.03.08	62ER33	ESAX22007D	$ 766.00
	33-030301-CM	136905.08.05.06.05.08	62ER33	ESAX22007D	$ 4,516.00
	33-030303-CA	136905.08.05.04.01.08	62ER33	ESAX22007D	$ 11,872.00
	33-030303-CE	136905.08.05.05.01.08	62ER33	ESAX22007D	$ 35,792.00
	33-030303-CG	136905.08.05.06.01.08	62ER33	ESAX22007D	$ 26,069.00
	33-030303-CH	136905.08.05.06.01.08	62ER33	ESAX22007D	$ 129,810.00
	33-030303-CI	136905.08.05.05.01.08	62ER33	ESAX22007D	$ 106,922.00
	32-010203-CB	136905.02.08.08.02	62EV12	ESAX22007D	$ 9,070.00
	33-030303-CJ	136905.08.05.06.01.08	62ER33	ESAX22007D	$ 183,055.00
	33-030303-CK	136905.08.05.06.01.08	62ER33	ESAX22007D	$ 59,578.00
	33-030401-CB	136905.08.05.04.02.08	62ER34	ESAX22007D	$ 12,465.00
	33-030401-CC	136905.08.05.04.04.08	62ER34	ESAX22007D	$ 9.00
	33-030401-CD	136905.08.05.05.01.08	62ER34	ESAX22007D	$ 7.00
	33-030401-CF	136905.08.05.13.02.01.08	62ER34	ESAX22007D	$ 14,992.00
	33-030401-CG	136905.08.05.13.03.01.08	62ER34	ESAX22007D	$ 5,329.00
	33-040104-CB	136905.08.05.06.03.08	62ER41	ESAX22007D	$ 37,644.00
	33-040107-CB	136905.08.05.04.01.08	62ER41	ESAX22007D	$ 33,870.00
	33-040107-CC	136905.08.05.05.01.08	62ER41	ESAX22007D	$ 12,948.00
	33-040107-CE	136905.08.05.06.01.08	62ER41	ESAX22007D	$ 12,438.00
	33-040114-CB	136905.08.05.13.02.01.08	62ER41	ESAX22007D	$ 85,640.00
	33-040202-CB	136905.08.05.02.01.08	62ER42	ESAX22007D	$ 8,902.00
	33-040210-CA	136905.08.05.06.02.08	62ER42	ESAX22007D	$ 20,983.00
	33-040304-CA	136905.08.05.05.04.08	62ER43	ESAX22007D	$ 29,909.00

	33-040306-CA	136905.08.05.05.03.08	62ER43	ESAX22007D	$ 8,821.00
	34-000301-CA	136905.08.05.12.01.08	62EM03	ESAX22007D	$ 47,571.00
	34-000302-CB	136905.08.05.12.01.08	62EM03	ESAX22007D	$ 27,160.00
	34-010002-CA	136905.08.05.12.01.08	62EM10	ESAX22007D	$ 48,562.00
	34-010002-CB	136905.08.05.12.02.08	62EM10	ESAX22007D	$ 13,493.00
	34-010003-CA	136905.08.05.12.01.08	62EM10	ESAX22007D	$ 220,203.00
	34-010003-CB	136905.08.05.12.02.08	62EM10	ESAX22007D	$ 99,096.00
	34-030001-CA	136905.08.05.12.01.08	62EM30	ESAX22007D	$ 7,500.00
	34-030001-CB	136905.08.05.12.02.08	62EM30	ESAX22007D	$ 326,618.00
	34-040001-CC	136905.08.05.12.07.08	62EM40	ESAX22007D	$ 13,319.00
	34-040002-CA	136905.08.05.12.01.08	62EM40	ESAX22007D	$ 26,486.00
	34-040003-CC	136905.08.05.12.07.08	62EM40	ESAX22007D	$ 47,337.00
	34-040005-CA	136905.08.05.12.01.08	62EM40	ESAX22007D	$ 2,330.00
	34-040005-CB	136905.08.05.12.02.08	62EM40	ESAX22007D	$ 51,896.00
	35-060001-CA	136905.08.05.11.01.05.08	62EO60	ESAX22007D	$ 87,876.00
	36-010001-CB	136905.08.05.10.01.08	62ET10	ESAX22007D	$ 9,598.00
	36-030003-CA	136905.08.05.10.03.08	62ET30	ESAX22007D	$ 65,807.00
	36-040001-CA	136905.08.05.10.02.08	62ET40	ESAX22007D	$ 2,912.00
	45-020001-CE	136905.08.01.02.01	62JP20	ESAX22007D	$ 34,774.00
	45-020001-CC	136905.08.01.04	62JP20	ESAX22007D	$ 20,000.00
	36-030004-CA	136905.02.04.08.13	62ET20	ESAX22007D	$ 89,598.00
	33-010101-02	136905.01.01.08	62ER11	ESAX22007D	$ 92,080.00
	45-010008-CE	136905.08.05.08.01.08	62JP30	ESAX22007D	$ 60,000.00
	45-030001-CA	136905.08.05.01.08	62JP30	ESAX22007D	$ 34,653.00
	45-030001-CC	136905.08.05.05.01.08	62JP30	ESAX22007D	$ 11,150.00
	45-030001-CD	136905.08.05.08.01.08	62JP30	ESAX22007D	$ 9,944.00
	45-030001-CE	136905.08.05.11.01.01.08	62JP30	ESAX22007D	$ 74,637.00
	45-030001-CI	136905.08.05.02.01.08	62JP30	ESAX22007D	$ 53,697.00
4200205955	43-030003-00	644423.06.34.02.08	62VP32	ESAX22007D	$ 97,000.00
	43-030003-00	644423.06.34.06.02.08	62VP32	ESAX22007D	$ 108,000.00
	43-030003-01	644423.06.34.01.08	62VP32	ESAX22007D	$ 137,000.00
	43-030003-02	644423.06.34.01.08	62VP32	ESAX22007D	$ 97,000.00
	43-000101-00	033801.08.03	62VP01	ESAX22006D	$ 77,000.00
	43-030501-02	811073.02.13.02.48	62VP52	ESAX22006D	$ 70,000.00
	43-030501-01	811073.02.13.02.48	62VP52	ESAX22006D	$ 56,878.00
	43-050101-01	389018.02.13.01.32	62VP61	ESAX22006D	$ 15,000.00
4200207000	33-020202-04	522632.08.01.01	62ER50	EXCX22007D	$ 19,557.00
	33-030201-CF	069256.02.99.08.08	62ER32	ESAX22006D	$ 101,500.00
	33-030303-10	321878.04.08.04.04.03.08	62ER33	ESAX22006D	$ 21,379.00
	33-030303-10	321878.04.11.01.03	62ER33	ESAX22006D	$ 142,812.00
	33-030401-CM	136905.01.06.08	62ER34	ESAX22007D	$ 22,000.00
	33-040307-01	197009.10.02.01.02	62ER43	EXCX22007D	$ 44,125.00

	33-040307-02	197009.10.02.01.02	62ER43	EXCX22007D	$ 39,754.00
	33-030401-CK	136905.02.99.02.08.08	62ER34	ESAX22006D	$ 52,000.00
	33-030201-12	522094.08.01.01.03.03	62ER32	EXCX22007D	$ 18,610.00
4200207036	31-050101-18	791926.02.03.01.05	62VP62	ESAX22006D	$ 5,203.00
	31-050101-04	399131.02.01.01.22	62VP62	ESAX22007D	$ 3,000.00
4200207322	32-010302-01	197009.10.01.01.03	62EV13	EXCX22007D	$ 35,000.00
4200207722	33-010101-04	698671.01.08.06.35	62ER24	ESAX22007D	$ 15,000.00
				TOTAL	**$ 10,355,722.00**

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
32	See Block 16C	See Pages 3 - 5	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDG		PS21-MDH	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDH/Eunice L. Rose
256-544-8231
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Pages 3 – 5

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*	
James M. Shelton Financial/Business Operations Manager		Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY *Original Signed By Sherry K. Davidson*	7/25/07
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$247,620,736
This Mod	0	0	0	0	0	0	0	0	0	3,344,842
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$250,965,578

Description of Modification

The purpose of this modification is to provide $ 3,344,842 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $3,344,842 from 247,620,736 to $ 250,965,578 Clause B.4 shown in Mod 31 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 32), is substituted in lieu thereof

2. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 32)	B-4 (Mod 31)

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

PR	Subelement	WBS	Cost Center	Fund	Amount

4200209204	43-030501-01	685676.01.08.05	62VP52	ESAX22006D	$	58,464
	43-030501-01	579487.02.06	62VP52	ESAX22007D	$	41,536
	43-030501-00	579487.02.06	62VP52	ESAX22007D	$	60,000
	43-030301-00	578804.01.08.02	62VP33	ESAX22006D	$	9,665
	43-030301-00	578804.01.08.02	62VP33	ESAX22007D	$	1
	43-030301-01	578804.01.08.02	62VP33	ESAX22006D	$	4,069
	43-030003-03	644423.06.32.03.13.08	62VP32	ESAX22007D	$	15,000
	43-050101-00	281945.02.03.01.02	62VP61	ESAX22006D	$	11,200
	43-050101-00	346620.01.01.01	62VP51	ESAX22007D	$	12,416
	43-050101-01	346620.01.01.01	62VP51	ESAX22007D	$	37,684
	43-050101-02	346620.01.01.01	62VP51	ESAX22007D	$	112,325
	43-030402-02	401769.06.03.03.02.07	62VP34	EXCX22006D	$	830
	43-030402-02	601564.06.03.03.03.01.01	62VP34	EXCX22006D	$	349
	43-030303-01	492994.05.02.01.08.01	62VP33	ESAX22006D	$	31,539
	43-030303-01	825855.01.01.08	62VP33	ESAX22006D	$	144,865
4200210156	43-030401-02	627989.06.02.01.02.03	62VP34	EXCX22006D	$	815
	43-030401-02	637495.06.02.01.08.01	62VP34	EXCX22006D	$	1,124
	43-030401-02	627989.06.02.01.02.03	62VP34	EXCX22007D	$	40,000
	43-030401-02	637495.06.02.01.08.01	62VP34	EXCX22007D	$	42,042
	43-030401-01	627989.06.02.01.02.03	62VP34	EXCX22007D	$	20,000
	43-030401-01	637495.06.02.01.08.01	62VP34	EXCX22007D	$	20,000
	33-020301-10	644423.06.32.01.08	62VP32	ESAX22007D	$	75,000
4200210513	43-060301-00	644423.02.99.01.08	62VP63	ESAX22006D	$	31,050.00
4200209408	36-000001-00	763115.08.04.01.01	62ET01	ESAX22007D	$	13,842.00
	36-000104-01	892182.01.08.07.071C.01	62ET10	EXCX22007R	$	20,000.00
	36-000104-01	520871.08.01.01.02	62ET10	EXCX22007D	$	45,736.00
	36-000104-02	520871.08.01.01.02	62ET10	EXCX22007D	$	35,000.00
4200209221	31-060303-CF	321878.04.10.01.01	62EI63	ESAX22006D	$	10,853.00
	31-050301-02	516572.04.06.01.03	62EI53	ESAX22007D	$	7,043.00
	31-010202-00	516572.04.06.01.04	62EI12	ESAX22007D	$	891.00
	31-050301-01	516572.04.06.01.01	62EI53	ESAX22007D	$	25,988.00
	31-050301-02	516572.04.06.01.03	62EI53	ESAX22007D	$	14,590.00
	31-050301-03	516572.04.06.02.01	62EI53	ESAX22007D	$	15,336.00
	31-010301-00	763115.08.04.01.01	62EI03	ESAX22007D	$	73,000.00
	31-020401-05	197009.10.01.01.05	62EI24	EXCX22007D	$	15,000.00
	31-010301-00	763115.08.04.01.01	62EI13	ESAX22007D	$	2,000.00
	31-020203-02	763115.08.04.01.01	62EI22	ESAX22007D	$	10,000.00
	31-020402-01	763115.08.04.01.01	62EI24	ESAX22007D	$	10,000.00
	31-010101-00	763115.08.04.01.01	62EI11	ESAX22007D	$	17,000.00
	31-020203-01	763115.08.04.01.01	62EI22	ESAX22007D	$	5,000.00
	31-030201-28	763115.08.04.01.01	62EI32	ESAX22007D	$	55,000.00
	31-010201-01	401769.06.03.03.02.07	62EI12	EXCX22007D	$	10,000.00
	31-020401-01	401769.06.03.07.04.04	62EI24	EXCX22007D	$	30,000.00

	31-030201-04	401769.06.03.03.02.07	62EI32	EXCX22007D	$ 23,610.00
	31-030201-08	401769.06.07.05.03.03	62EI32	EXCX22007D	$ 10,000.00
	31-050302-02	401769.06.03.07.02.03	62EI53	EXCX22007D	$ 30,000.00
4200201908	43-030301-04	644423.02.99.01.08	62VP33	ESAX22006D	$ 8,485.00
	32-020101-01	644423.02.99.01.08	62VP33	ESAX22006D	$ 70,000.00
	31-030201-09	644423.02.99.01.08	62VP33	ESAX22006D	$ 171,000.00
4200212066	43-060301-00	390492.04.02.06	62VP63	ESAX22006D	$ 5,507.00
	43-060301-00	411672.06.04.01	62VP63	ESAX22006D	$ 8,246.00
	43-060301-00	411672.06.04.01	62VP63	ESAX22007D	$ 101,000.00
	43-060301-00	354171.01.03.02	62VP53	ESAX22007D	$ 56,000.00
	30-000002-00	698671.04.08.02	62ED03	EXCX22007D	$ 137,373.00
	30-000302-00	698671.04.08.02	62ED03	EXCX22007D	$ 200,000.00
	30-000301-02	698671.04.08.02	62ED03	EXCX22007D	$ 272,000.00
4200212062	33-020203-01	520871.08.01.01.02	ER50	EXCX22007D	$ 19,330
	33-030201-12	411011.01.01.01.02	ER32	EXCX22007D	$ 20,000
	33-030201-CE	069256.02.99.08.08	ER32	ESAX22006D	$ 19,000
	33-030201-CF	069256.02.99.08.08	ER32	ESAX22006D	$ 31,507
	33-030303-01	522632.08.01.01	ER33	EXCX22007D	$ 162,111
	33-030303-03	522632.08.01.01	ER33	EXCX22007D	$ 43,464
	33-030303-09	197009.10.01.01.10	ER33	EXCX22007D	$ 275,245
	33-040103-00	522094.08.01.01.03.01	ER41	EXCX22007D	$ 118,283
	33-020203-00	892182.01.08.07.0776.01	ER50	EXCX22007R	$ 84,861
4200210479	34-010003-31	522632.08.01.01.02	62EM10	EXCX22007D	$ 13,000.00
	34-010001-00	931164.08.01	62EM10	EXCX22006D	$ 6,077.00
	34-010001-00	522094.08.01.01.03.01	62EM10	EXCX22006D	$ 3,923.00
	34-010003-99	892182.01.08.06.0702.01	62EM50	EXCX22007R	$ 650.00
	34-040001-R6	197009.10.02.01.04	62EM40	EXCX22007D	$ 36,344.00
	34-050001-00	524238.08.01.01.03	62EM50	EXCX22007D	$ 2,700.00
	34-050001-00	520871.08.01.01.02	62EM50	EXCX22007D	$ 1,000.00
	34-050001-00	522632.08.01.01	62EM50	EXCX22007D	$ 4,800.00
	34-040005-00	510505.05.08.07.03	62EM40	ESAX22007D	$ 20,000.00
4200211638	32-030201-00	197009.10.02.01.02	62EV32	EXCX22007D	$ 37,000
	32-010302-40	305311.01.08.04.02	62EV13	EXCX22007D	$ 18,000
	32-030215-CA	510505.05.08.07.03	62EV32	ESAX22007D	$ 17,573
	32-010302-52	939904.06.08.01	62EV13	EXCX22007D	$ 50,000
	32-030301-CE	292360.09.20.07.01	62EV33	ESAX22007D	$ 60,000
4200208590	48-010001-00	292487.08.08.01	62CS01	ESAX22007D	$ 10,000.00
	48-010002-00	292487.08.08.01	62CS10	ESAX22007D	$ 10,000.00
4200202476	31-050101-18	791926.02.03.01.05	62VP62	ESAX22006D	$ 500.00

				TOTAL	**$ 3,344,842**

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
33	See Block 16C	See Pages 3 - 6	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDG		PS21-MDH	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDH/Eunice L. Rose
256-544-8231
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Pages 3 – 6

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
Steve Robertson Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY */s/ Original Signed by Sherry Davidson* *(Signature of Contracting Officer)*	08/17/2007

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$250,965,578
This Mod	0	0	0	0	0	0	0	0	0	$18,448,359
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	**$269,413,937**

Description of Modification

The purpose of this modification is to: (1) provide $18,448,359 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds and (2) incorporate two SBIR contract clauses by contractor's request. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $18,448,359 from $250,965,578 to $269,413,937. Clause B.4 shown in Mod 32 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 33), is substituted in lieu thereof.

2. The contract de-obligation was requested by Gloria Carr on August 02, 2007 and is included in the funding action above: $70,000 for PR 4200200230, sub-element 43-010101, ALI: 90, and PLI: 235.

3. The following SBIR contract clauses are incorporated by reference per the request of the contractor. The two clauses below pertain only to subcontract number SvT-0049 between Sierra Lobo and JTI and are incorporated under Part II – Contract Clauses, Section I Contract Clauses, I-1 Listing of Clauses Incorporated by Reference (Part A):

- FAR 52-227.11 – Patents Right by Contractor (Short Form)
- FAR 52-227.20 – Rights in Data – SBIR Program

4. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 33)	B-4 (Mod 32)

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

PR	Subelement	WBS	Cost Center	Fund	Amount
4200200230	43-010101-CE	278083.06.02.02	62VP40	ESAX22007D	(70,000)
4200212197	31-010308-CA	136905.02.04.08.08	62EI13	ESAX22007D	49,419
	31-020401-CF	136905.08.01.03	62EI24	ESAX22007D	17,134
	31-020401-CV	136905.02.06.08.05	62EI24	ESAX22007D	10,991
	31-040201-CF	136905.08.01.03	62EI42	ESAX22007D	88,098
	31-040201-CU	136905.08.05.08.01.08	62EI42	ESAX22007D	17,314
	31-040201-CV	136905.02.06.08.02	62EI42	ESAX22007D	10,500
	31-040203-CV	136905.02.06.08.02	62EI42	ESAX22007D	32,500
	32-010102-CA	136905.08.05.02.04.08	62EV11	ESAX22007D	81,053
	32-010102-CC	136905.08.05.02.01.08	62EV11	ESAX22007D	66,348
	32-010202-CA	136905.02.04.08.03	62EV12	ESAX22007D	21,000
	32-010203-CA	136905.02.04.08.03	62EV12	ESAX22007D	42,200
	32-010203-CB	136905.02.08.08.02	62EV12	ESAX22007D	9,070
	32-010206-CA	136905.02.07.08.04	62EV12	ESAX22007D	15,800
	32-010206-CB	136905.02.05.08.05	62EV12	ESAX22007D	3,640
	32-020201-CB	136905.02.06.08.03	62EV22	ESAX22007D	5,000
	32-030106-CB	136905.02.04.08	62EV31	ESAX22007D	29,000
	32-030106-CC	136905.02.04.08	62EV31	ESAX22007D	90,000
	32-030214-CA	136905.02.08.08.05	62EV32	ESAX22007D	31,000
	32-030217-CA	136905.08.05.03.01.01.08	62EV32	ESAX22007D	66,146
	32-030217-CB	136905.08.05.03.01.01.08	62EV32	ESAX22007D	20,591
	32-030301-CA	136905.02.04.08.06	62EV33	ESAX22007D	96,000
	32-030301-CD	136905.02.04.08.06	62EV33	ESAX22007D	214,751
	32-040101-CB	136905.02.04.08.09	62EV41	ESAX22007D	60,000
	32-040201-CD	136905.02.04.08.10	62EV42	ESAX22007D	85,668
	32-040202-CA	136905.02.04.08.09	62EV42	ESAX22006D	91,667
	32-060102-CB	136905.02.01.08.02	62EV61	ESAX22007D	16,000
	32-060102-CG	136905.02.01.08.02	62EV61	ESAX22007D	3,000
	32-060103-CA	136905.02.01.08.03	62EV61	ESAX22007D	38,000
	32-060103-CB	136905.02.01.08.03	62EV61	ESAX22007D	34,000
	32-060103-CK	136905.08.01.04	62EV61	ESAX22007D	100,000
	32-060201-CB	136905.02.02.08.03	62EV62	ESAX22007D	15,000
	33-010101-CA	136905.08.05.11.01.01.08	62ER24	ESAX22007D	15,004
	33-030301-CA	136905.08.05.05.01.08	62ER33	ESAX22007D	156
	33-030301-CB	136905.08.05.05.03.08	62ER33	ESAX22007D	4,140
	33-030301-CI	136905.08.01.03	62ER33	ESAX22007D	29,224
	33-030301-CK	136905.08.05.06.02.08	62ER33	ESAX22007D	709
	33-030301-CL	136905.08.05.06.03.08	62ER33	ESAX22007D	391
	33-030301-CM	136905.08.05.06.05.08	62ER33	ESAX22007D	2,342
	33-030301-CT	136905.08.01.09	62ER33	ESAX22007D	9,372
	33-030303-CL	136905.08.05.04.04.08	62ER33	ESAX22007D	67,986
	33-030303-CM	136905.08.05.04.04.08	62ER33	ESAX22007D	152,999

	33-030401-CA	136905.08.05.04.03.08	62ER34	ESAX22007D	6,206
	33-030401-CD	136905.08.05.05.01.08	62ER34	ESAX22007D	11,917
	33-030401-CE	136905.08.05.06.01.08	62ER34	ESAX22007D	61,726
	33-030401-CG	136905.08.05.13.03.01.08	62ER34	ESAX22007D	3,641
	33-040113-CA	136905.02.04.08.04	62ER41	ESAX22007D	72,702
	33-040114-CA	136905.08.01.11	62ER41	ESAX22007D	57,532
	33-040204-CA	136905.02.04.08.07	62ER42	ESAX22007D	77,693
	33-040206-CB	136905.08.05.04.02.08	62ER42	ESAX22007D	39,869
	33-040206-CB	136905.08.05.04.03.08	62ER42	ESAX22007D	39,964
	33-040208-CB	136905.08.01.11	62ER42	ESAX22006D	27,683
	33-040211-CA	136905.02.04.08.07	62ER42	ESAX22007D	45,046
	34-040001-CE	136905.08.01.11	62EM40	ESAX22007D	102,425
	34-040005-CE	136905.08.01.02.01	62EM40	ESAX22007D	6,943
	35-060001-CC	136905.02.05.08.06	62EO60	ESAX22007D	10,000
	35-060001-CE	136905.02.05.08.02	62EO60	ESAX22007D	65,000
	45-020001-CC	136905.08.01.04	62JP20	ESAX22007D	52,700
	45-030001-CJ	136905.08.05.10.07.08	62JP30	ESAX22007D	11,009
	45-050001-CA	136905.08.04.01.08.01	62JP50	ESAX22007D	18,304
	45-050001-CB	136905.08.04.01.08.01	62JP50	ESAX22007D	58,643
	45-000103-CA	206518.02.10	62JP02	ESAX22007D	240,000
	31-020401-CJ	136905.08.04.01.08.07	62EI24	ESAX22007D	10,658
	31-040201-CJ	136905.08.04.01.08.07	62EI42	ESAX22007D	786
	34-000301-CD	136905.08.04.01.08.02	62EM03	ESAX22007D	13,878
	34-010002-CD	136905.02.99.02.08.02	62EM10	ESAX22006D	65,124
	34-010003-CD	136905.02.99.02.08.02	62EM10	ESAX22006D	1,341
	34-020002-CD	136905.08.04.01.08.08	62EM20	ESAX22007D	34,000
	34-030001-CD	136905.08.04.01.08.08	62EM30	ESAX22007D	73,243
	33-020101-CG	136905.08.04.01.08.05	62ER21	ESAX22007D	29,365
	33-020101-CI	136905.08.04.01.08.07	62ER21	ESAX22007D	16,209
	33-030101-CA	136905.08.04.01.08.08	62ER31	ESAX22007D	7,843
	33-030201-CA	136905.08.04.01.08.09	62ER32	ESAX22007D	11,997
	33-030201-CB	136905.08.04.01.08.10	62ER32	ESAX22007D	58,223
	33-030301-CQ	136905.08.04.01.08.05	62ER33	ESAX22007D	38,268
	33-030401-CL	136905.08.04.02.08.08	62ER34	ESAX22007D	20,642
	33-040105-CA	136905.08.04.01.08.02	62ER41	ESAX22007D	36,538
	33-040106-CA	136905.08.04.01.08.08	62ER41	ESAX22007D	125,059
	33-040202-CC	136905.08.04.01.08.02	62ER42	ESAX22007D	39,059
	33-040206-CA	136905.08.04.01.08.08	62ER42	ESAX22007D	12,421
	33-040209-CA	136905.08.04.01.08.08	62ER42	ESAX22007D	13,364
	33-040308-CA	136905.08.04.01.08.05	62ER43	ESAX22007D	16,140
	32-010208-CD	136905.08.04.01.08.02	62EV12	ESAX22007D	1,291
	32-060103-CJ	136905.08.04.01.08.02	62EV61	ESAX22007D	6,116
	32-060201-CJ	136905.08.04.01.08.02	62EV62	ESAX22007D	7,396
	36-010001-CC	136905.08.04.02.08.09	62ET10	ESAX22007D	19,403
	45-050001-CA	136905.08.04.01.08.01	62JP50	ESAX22007D	18,304

	45-050001-CB	136905.08.04.01.08.01	62JP50	ESAX22007D	58,643
4200213749	36-000104-00	253225.04.01.03.04.03.08	62ET10	ESAX22007D	9,000
	36-000104-02	253225.04.01.03.04.03.08	62ET10	ESAX22007D	1,362
	36-000104-02	253225.04.01.03.04.03.08	62ET10	ESAX22007D	1,000
	36-000104-02	524238.08.01.01.03	62ET10	EXCX22007D	10,000
	36-000104-02	750271.09.01.08	62ET10	EXCX22007D	10,000
	36-030002-00	763115.08.04.01.01	62ET30	EXCX22007D	38,000
4200214539	34-010002-CD	136905.02.99.02.08.02	62EM10	ESAX22006D	1,747,485
	34-010003-CD	136905.02.99.02.08.02	62EM10	ESAX22006D	140,000
	34-020002-CD	136905.02.99.02.08.02	62EM20	ESAX22006D	43,800
	34-030001-CD	136905.02.99.02.08.02	62EM30	ESAX22006D	22,500
	33-040201-CB	136905.02.99.02.08.08	62ER42	ESAX22006D	151,456
	33-040209-CB	136905.02.99.02.08.08	62ER42	ESAX22006D	30,000
	33-040212-CA	136905.02.99.02.08.08	62ER42	ESAX22006D	31,250
	45-000103-CA	206518.02.99.01.08	62JP02	ESAX22006D	105,931
	32-060201-CE	206518.02.99.01.01.08	62EV62	ESAX22006D	3,512
	45-040001-CA	206518.02.99.01.01.08	62JP60	ESAX22006D	78,165
	45-040001-CB	206518.02.99.01.01.08	62JP60	ESAX22006D	82,901
	34-010002-CH	206518.02.99.01.01.08	62EM10	ESAX22006D	54,613
	33-040110-CA	136905.10.10.80.40.10	62ER41	ESAX22007D	30,000
	32-060103-CF	136905.10.10.10.30	62EV61	ESAX22007D	60,000
	45-010003-CD	136905.10.30.10	62JP60	ESAX22007D	66,800
	45-010003-CF	136905.10.10.10.30	62JP60	ESAX22007D	100,000
	45-010007-CA	136905.10.10.80.50.40	62JP60	ESAX22007D	10,000,000
	43-010101-CA	136905.08.05.02.01.08	62EI63	ESAX22007D	82,227
4200215055	43-060301-00	044014.02.99.02.01	62VP63	ESAX22006D	828,653
	43-060301-00	399131.02.06.02.02	62VP63	ESAX22006D	18,669
	43-060301-00	411672.06.04.01	62VP63	ESAX22007D	250,000
4200215370	43-030402-02	401769.06.03.03.02.07	62VP34	EXCX22007D	20,000
	43-030402-03	401769.06.08.02.04.02	62VP34	EXCX22007D	40,000
	31-050101-28	591158.02.99.06.08	62VP52	ESAX22006D	32,000
	43-030102-CA	604746.01.01.02.15.08	62VP31	ESAX22007D	70,300
	43-050101-00	346620.01.01.01	62VP51	ESAX22006D	3,158
	43-050101-00	346620.01.01.01	62VP51	ESAX22007D	11,842
	43-030301-00	578804.01.08.02	62VP33	ESAX22006D	7,802
	43-030301-00	699152.04.06.01.08	62VP33	ESAX22007D	5,934
	43-050101-04	346620.01.01.02	62VP51	ESAX22007D	63,000
	43-030304-00	387498.04.01.02.03.08	62VP33	ESAX22007D	114
	43-060201-00	811073.02.06.01.09.01	62VP62	ESAX22006D	1,180
	43-060201-00	399131.02.01.01.22	62VP62	ESAX22007D	9,080

	31-050101-04	399131.02.01.01.22	62VP62	ESAX22007D	2,000
	43-050101-02	346620.01.01.01	62VP51	ESAX22006D	25,000
4200215752	33-040108-CA	136905.02.99.05.08.02	62ER41	ESAX22006D	15,500
	33-020302-10	644423.06.02.05.08	62ER23	ESAX22006D	75,000
4200215779	34-010003-99	651792.04.03.02	62VP62	ESAX22007D	150
	34-010002-06	843515.02.01.08.01.01.01	62EM01	EXCX22006D	276
	34-040005-99	843515.02.01.08.01.01.01	62EM01	EXCX22006D	436
	34-040005-99	524238.08.01.01.03	62EM01	EXCX22006D	736
	34-040005-99	698671.04.08	62EM40	ESAX22007D	650,000
				Total	**$18,448,359**

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
34	See Block 16C	See Pages 3 - 6	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21-MDH		PS21-MDH	

PS21
Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

MSFC Admin: PS21-MDH/Eunice L. Rose
256-544-8231
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

X

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Pages 3 – 6

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
Steve Robertson Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/ Original Signed by Sherry K. Davidson	8/17/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
									Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Contract	Funding
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$1,255,584	$ 1,952,146	$837,056	$1,343,909	$67,700,959	$269,413,937
This Mod	0	0	0	0	0	0	0	0	0	6,152,973
New Total	$135,595,096	$8,113,221	$5,408,814	$64,404,904	$0	$ 1,952,146	$0	$1,343,909	$67,700,959	$275,566,910

Description of Modification

The purpose of this modification is to provide $6,152,973 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of $6,152,973 from $269,413,937 to $275,566,910. Clause B.4 shown in Mod 33 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 34), is substituted in lieu thereof.

2. The contract de-obligation was requested by Gloria Carr on August 17, 2007 and is included in the funding action above: $31,593 for PR 4200196808, sub-element 31-060202-CB, ALI: 40 and PLI: 218.

3. In order to reflect the changes resulting from this modification, the 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(s) across from the revised area(s).

Section	Page(s) Added	Page(s) Deleted
B.4, CONTRACT FUNDING	B-4 (Mod 34)	B-4 (Mod 33)

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

PR	Subelement	WBS	Cost Center	Fund	Amount
4200196808	31-060202-CB	278083.02.01.03	62EI62	ESAX22007D	(31,593)
4200214279	31-040201-01	939904.01.08.02	62EI42	EXCX22007D	60,000
	31-020401-05	197009.10.01.01.05	62EI24	EXCX22007D	10,000
	31-060303-08	305311.01.08.01	62EE01	EXCX22007D	35,000
	31-060303-03	329231.03.02.08	62EI63	ESAX22007D	10,000
	31-060303-04	182306.02.01.08	62EI63	ESAX22007D	66,000
	31-060202-CA	644423.06.32.01.08	62EI62	ESAX22007D	15,985
	31-010202-00	516572.04.06.01.04	62EI12	ESAX22007D	7,528
	31-050301-01	516572.04.06.01.01	62EI53	ESAX22007D	46,029
	31-050301-02	516572.04.06.01.03	62EI53	ESAX22007D	36,692
	31-050301-03	516572.04.06.02.01	62EI53	ESAX22007D	5,553
	31-060202-05	378710.05.02	62EI62	ESAX22007D	40,000
	31-020201-06	604746.01.98.08.16	62EI22	ESAX22007D	44,000
	31-060303-CB	604746.02.06.02.08	62EI63	ESAX22007D	135,790
	31-030201-30	981155.03.08	62EI32	EXCX22007D	10,000
	31-030201-31	981155.03.08	62EI32	EXCX22007D	10,000
	31-060202-04	699152.04.06.01.08	62EI62	ESAX22007D	48,059
	31-020201-08	698671.01.08.06.42	62EI22	ESAX22007D	30,000
	43-030002-00	604746.02.06.05.08	62EI01	ESAX22007D	14,000
	31-060303-03	986249.01.11.20.16.08	62EI63	ESAX22007D	10,846
	31-040203-02	401769.06.08.02.04.02	62EI42	EXCX22007D	5,158
	31-010101-00	763115.08.04.01.01	62EI11	EXCX22007D	30,000
	31-020203-01	763115.08.04.01.01	62EI22	EXCX22007D	10,000
	31-020402-01	763115.08.04.01.01	62EI24	EXCX22007D	7,000
	31-030201-28	763115.08.04.01.01	62EI32	EXCX22007D	25,000
4200216099	34-030001-50	206518.02.99.01.08.05	62EM30	ESAX22006D	46,149
4200216545	32-010302-52	698671.01.08.06.34	62EV13	ESAX22007D	15,000
	32-030104-03	197009.10.01.01.10	62EV31	EXCX22007D	353,937
	32-010208-CG	136905.08.01.04	62EV12	ESAX22007D	38,020
	32-010302-52	939904.06.08.01	62EV13	EXCX22007D	30,000
	32-010302-CA	604746.02.06.06.08	62EV13	ESAX22007D	39,400
	32-010301-CA	604746.02.06.06.08	62EV13	ESAX22007D	26,000
	32-010302-CA	604746.02.06.06.08	62EV13	ESAX22007D	97,700
	32-010302-CC	604746.10.03.08	62EV13	ESAX22007D	88,800
	32-010208-CA	604746.02.06.10.08	62EV12	ESAX22007D	11,700
	32-040305-CA	698671.01.08.06.38	62EV43	ESAX22007D	57,093
	32-030209-00	522632.08.01.01	62EV32	EXCX22007D	85,000
	32-060103-09	197009.10.01.01.10	62EV61	EXCX22007D	11,195
	32-060103-09	197009.10.01.01.10	62EV61	EXCX22007D	11,000
	32-020301-04	401769.06.01.02.03	62EV23	EXCX22007D	21,000
	32-030104-00	197009.10.01.01.11	62EV31	EXCX22007D	25,000
	32-030104-01	197009.10.01.01.11	62EV31	EXCX22007D	10,000

4200216586	43-030102-CA	604746.01.01.02.15.08	62VP31	ESAX22007D	250,000
4200216697	31-020401-CJ	136905.08.04.01.08.07	62EI24	ESAX22007D	12,000
	31-040201-CJ	136905.08.04.01.08.07	62EI42	ESAX22007D	2,000
	33-020101-CG	136905.08.04.01.08.05	62ER21	ESAX22007D	30,000
	33-030101-CA	136905.08.04.01.08.08	62ER31	ESAX22007D	30,000
	33-030201-CA	136905.08.04.01.08.09	62ER32	ESAX22007D	40,000
	33-030301-CQ	136905.08.04.01.08.05	62ER33	ESAX22007D	36,000
	33-040106-CA	136905.08.04.01.08.02	62ER41	ESAX22007D	59,169
	33-040205-CA	136905.08.04.01.08.08	62ER42	ESAX22007D	6,000
	33-040308-CA	136905.08.04.01.08.11	62ER43	ESAX22007D	10,667
	33-040308-CA	136905.08.04.01.08.10	62ER43	ESAX22007D	16,140
	33-040308-CA	136905.08.04.01.08.08	62ER43	ESAX22007D	25,000
	32-010208-CD	136905.08.04.01.08.02	62EV12	ESAX22007D	7,830
	32-020201-CC	136905.08.04.01.08.07	62EV22	ESAX22007D	12,000
	32-060103-CJ	136905.08.04.01.08.02	62EV61	ESAX22007D	20,653
	45-050001-CA	136905.08.04.01.08.01	62JP50	ESAX22007D	70,000
	45-050001-CB	136905.08.04.01.08.01	62JP50	ESAX22007D	80,000
	45-050001-CC	136905.08.04.01.08.01	62JP50	ESAX22007D	97,176
	31-010318-CA	136905.08.05.10.03.08	62EI13	ESAX22007D	12,688
	31-020103-CU	136905.08.05.08.03.08	62EI21	ESAX22007D	118,670
	31-030101-CC	136905.08.05.08.02.08	62EI31	ESAX22007D	10,576
	31-040201-CU	136905.08.05.08.01.08	62EI42	ESAX22007D	17,314
	32-010102-CA	136905.08.05.02.04.08	62EV11	ESAX22007D	81,053
	32-010102-CC	136905.08.05.02.01.08	62EV11	ESAX22007D	66,348
	32-010208-CB	136905.08.05.11.01.01.08	62EV12	ESAX22007D	21,767
	32-020401-CD	136905.08.05.08.01.08	62EV24	ESAX22007D	565,572
	32-030204-CD	136905.08.05.03.01.01.08	62EV32	ESAX22007D	13,622
	32-030204-CG	136905.08.05.03.01.01.08	62EV32	ESAX22007D	3,938
	32-030204-CI	136905.08.05.03.03.01.08	62EV32	ESAX22007D	20,177
	32-030204-CK	136905.08.05.03.01.01.08	62EV32	ESAX22007D	4,529
	32-030217-CA	136905.08.05.03.01.01.08	62EV32	ESAX22007D	33,046
	32-030217-CB	136905.08.05.03.01.01.08	62EV32	ESAX22007D	14,807
	32-060102-CD	136905.08.05.02.03.08	62EV61	ESAX22007D	15,088
	32-060102-CL	136905.08.05.02.01.08	62EV61	ESAX22007D	5,398
	33-010101-CA	136905.08.05.11.01.01.08	62ER24	ESAX22007D	15,004
	33-020202-CE	136905.08.05.04.07.08	62ER22	ESAX22007D	13,038
	33-020203-CD	136905.08.05.04.06.08	62ER22	ESAX22007D	302,854
	33-020203-CE	136905.08.05.04.07.08	62ER22	ESAX22007D	195,693
	33-030301-CA	136905.08.05.05.01.08	62ER33	ESAX22007D	156
	33-030301-CB	136905.08.05.05.03.08	62ER33	ESAX22007D	4,140
	33-030301-CK	136905.08.05.06.02.08	62ER33	ESAX22007D	709
	33-030301-CL	136905.08.05.06.03.08	62ER33	ESAX22007D	391
	33-030301-CM	136905.08.05.06.05.08	62ER33	ESAX22007D	2,342
	33-030303-CL	136905.08.05.04.04.08	62ER33	ESAX22007D	67,986
	33-030303-CM	136905.08.05.04.04.08	62ER33	ESAX22007D	152,999
	33-030401-CA	136905.08.05.04.03.08	62ER34	ESAX22007D	6,206

	33-030401-CD	136905.08.05.05.01.08	62ER34	ESAX22007D	11,917
	33-030401-CE	136905.08.05.06.01.08	62ER34	ESAX22007D	61,726
	33-030401-CG	136905.08.05.04.07.08	62ER34	ESAX22007D	3,641
	33-040202-CB	136905.08.05.04.02.08	62ER42	ESAX22007D	5,098
	33-040202-CB	136905.08.05.04.03.08	62ER42	ESAX22007D	5,098
	33-040206-CB	136905.08.05.04.02.08	62ER42	ESAX22007D	39,869
	33-040206-CB	136905.08.05.04.03.08	62ER42	ESAX22007D	39,964
	33-040207-CA	136905.08.05.06.02.08	62ER42	ESAX22007D	34,602
	33-040306-CA	136905.08.05.04.02.08	62ER43	ESAX22007D	9,190
	33-040306-CA	136905.08.05.04.03.08	62ER43	ESAX22007D	9,191
	35-060001-CB	136905.08.05.11.01.05.08	62EO60	ESAX22007D	6,730
	45-030001-CC	136905.08.05.05.01.08	62JP30	ESAX22007D	1,533
	45-030001-CE	136905.08.05.11.01.01.08	62JP30	ESAX22007D	55,824
	45-030001-CJ	136905.08.05.10.07.08	62JP30	ESAX22007D	6,807
	31-040201-CV	136905.02.06.08.02	62EI42	ESAX22007D	9,305
	32-010101-CA	136905.02.08.08.04	62EV11	ESAX22007D	60,000
	32-010202-CA	136905.02.08.08.05	62EV12	ESAX22007D	12,966
	32-010203-CA	136905.02.08.08.05	62EV12	ESAX22007D	150,000
	32-020201-CB	136905.02.06.08.03	62EV22	ESAX22007D	39,908
	32-020401-CE	136905.02.06.08.02	62EV24	ESAX22007D	109,155
	32-030106-CA	136905.02.04.08.04	62EV31	ESAX22007D	30,000
	32-030214-CA	136905.02.08.08.05	62EV32	ESAX22007D	2,929
	32-040101-CA	136905.02.04.08.09	62EV41	ESAX22007D	20,000
	32-060201-CB	136905.02.02.08.03	62EV62	ESAX22007D	15,033
	32-060102-CD	136905.02.01.08.02	62EV61	ESAX22007D	15,088
	32-010208-CG	136905.08.01.04	62EV12	ESAX22007D	9,687
	34-030001-CE	136905.08.01.11	62EM30	ESAX22007D	35,000
	45-020001-CC	136905.08.01.04	62JP20	ESAX22007D	38,022
	31-060303-CA	136905.01.01.08	62EI63	ESAX22007D	17,156
	45-000102-CB	136905.01.01.08	62JP02	ESAX22007D	25,000
	45-000102-CC	136905.01.01.08	62JP02	ESAX22007D	10,000
	45-000201-CA	136905.01.01.08	62JP02	ESAX22007D	100,000
4200216743	36-030001-00	763115.08.04.01.01	62ET20	EXCX22007D	10,638
	36-030002-00	763115.08.04.01.01	62ET30	EXCX22007D	25,065
4200216857	33-030303-00	892182.01.08.07.0746.01	62ER33	EXCX22007R	35,462
	33-030303-09	197009.10.01.01.10	62ER33	EXCX22007D	24,755
	33-030303-17	763115.08.04.01.01	62ET10	ESAX22007D	40,000
	33-020203-00	892182.01.08.07.0776.01	62ER50	EXCX22007R	1,884
	33-020203-CA	644423.06.34.03.10.08	62ER50	ESAX22007D	90,000
	33-040310-CA	644423.06.34.03.10.08	62ER43	ESAX22007D	15,000
	33-040307-01	197009.10.02.01.02	62ER43	EXCX22007D	35,000
	33-040307-02	197009.10.02.01.02	62ER43	EXCX22007D	35,000
	33-040111-00	644423.06.32.03.10.08	62ER41	ESAX22007D	10,000
	33-040310-CA	644423.06.34.03.10.08	62ER43	ESAX22007D	7,000
	33-010101-11	698671.01.08.06.34	62ER24	ESAX22007D	93,930

4200217109	42-000101-00	292487.09.08.01	62AS01	ESAX22007D	12,925
	30-000301-02	698671.04.08.02	62ED03	EXCX22007D	170,000
	30-000001-00	931164.08.04.01.01	62ED03	ESAX22007D	143,218
	30-000001-00	931164.08.04.01.01	62ED03	EXCX22007D	383
4200217235	34-000302-00	522632.08.01.01	62EM03	EXCX22007D	37,500
	34-010002-10	599489.02.07.08.03.03.01	62EM10	ESAX22007D	40,921
	34-050001-00	092837.04.01.01.01.08	62EM50	ESAX22007D	6,923
	34-030001-62	346620.04.03.01.09	62EM30	ESAX22007D	98,000
	34-010003-32	522632.08.01.01.01	62EM40	EXCX22007D	6,102
	34-040005-43	522632.08.01.01.01	62EM40	EXCX22007D	4,041
				Total	**$6,152,973**

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	10

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
35	See Block 16C	See Pages 3-7	

6. ISSUED BY CODE MDH

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE MDH

NASA/Marshall Space Flight Center
Procurement Office
Eunice L. Rose / PS21256-544-8231
Phone: 256-544-0285 Fax: 256-544-9081
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group/Steve Robertson
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Pages 3-7

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

(✓)	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)*) Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
Steve Robertson Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		Original Signed by Sherry K. Davidson	09/19/2007
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

MAXIMUM ESTIMATED VALUE REMAINING

	Estimated Cost	Potential Perf. Fee	Potential Award Fee
Previous	$135,595,096	$8,113,221	$5,408,814
This Mod	$0	$0	$0
New Total	$135,595,096	$8,113,221	$5,408,814

TASK ORDER VALUE CUMULATION

	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value
Previous	$64,404,904	$1,255,584	$1,952,146	$837,056	$1,343,909	$67,700,959
This Mod	$0	$0	$0	$0	$0	$0
New Total	$64,404,904	$1,255,584	$1,952,146	$837,056	$1,343,909	$67,700,959

	Total Funds Allotted
Previous	$275,566,910.00
This Mod	$12,549,534.49
New Total	$288,116,444.00

1. The purpose of this modification is to incorporate the following: (1) addition of $12,549,534.49 in incremental funding pursuant to Clause 52.232-22, Limitation of Funds, hereby increasing the Total Funding Allotted from $275,566,910 to $288,116,444; (2) revision to Attachment J-10-1, updated task flow process; and (3) updated Attachment J-19-1 thru J-19-2, updated GFP.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

   B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

   Attachment J-10-1, Task Flow Process, is hereby deleted and replaced in its entirety

   Attachment J-19-1 through J-19-2, List of Government Furnished Property, is hereby deleted and replaced in its entirety

3. All other terms and conditions remain unchanged.

PR	Subelement	WBS	Cost Center	Fund	Amount
4200216738	43-060101-00	430728.02.04.05.01	62VP61	ESAX22007D	$ 27,375.00
	43-060101-01	430728.02.04.05.01	62VP61	ESAX22007D	$ 82,125.00
	43-060102-01	430728.02.04.05.01	62VP61	ESAX22007D	$ 52,000.00
	43-060103-00	430728.02.04.05.01	62VP61	ESAX22007D	$ 3,897.00
	31-050101-99	430728.02.04.05.01	62VP61	ESAX22007D	$ 195.00
	43-060103-00	430728.02.04.05.01	62VP61	ESAX22007D	$ 9,800.00
	43-060103-00	281945.02.08.01.02	62VP61	ESAX22007D	$ 40,644.00
4200217953	34-020001-00	305311.01.08.01	62EE01	EXCX22007D	$ 250,000.00
	34-040005-60	939904.05.08	62EM20	EXCX22007D	$ 20,000.00
	34-050001-00	892182.01.08.07.072N.01	62EM50	EXCX22007R	$ 34,800.00
	34-050001-00	892182.01.08.07.072K.01	62EM50	EXCX22007R	$ 59,647.00
	34-030001-00	522094.08.01.01.03.01	62EM30	EXCX22007D	$ 25,000.00
	34-030001-00	522632.08.01.01	62EM30	EXCX22007D	$ 8,599.00
	34-030001-01	524238.08.01.01.03	62EM30	EXCX22007D	$ 27,379.00
	34-000301-00	522094.08.01.01.03.01	62EM03	EXCX22007D	$ 25,000.00
	34-000301-00	520871.08.01.01.02	62EM03	EXCX22007D	$ 13,549.00
	34-000301-00	522632.08.01.01	62EM03	EXCX22007D	$ 4,750.00
	34-020002-06	524238.08.01.01.03	62EM20	EXCX22007D	$ 68,000.00
	34-020002-22	524238.08.01.01.03	62EM20	EXCX22007D	$ 2,600.00
	34-020002-69	522094.08.01.01.03.01	62EM20	EXCX22007D	$ 139,700.00
	34-020002-70	524238.08.01.01.03	62EM20	EXCX22007D	$ 38,000.00
	34-020002-99	522094.08.01.01.03.01	62EM20	EXCX22007D	$ 10,000.00
	34-040002-01	524238.08.01.01.03	62EM40	EXCX22007D	$ 12,000.00
	34-040005-35	520871.08.01.01.02	62EM40	EXCX22007D	$ 10,415.00
	34-040006-00	520871.08.01.01.02	62EM40	EXCX22007D	$ 14,585.00
	34-010003-25	522094.08.01.01.03.01	62EM10	EXCX22007D	$ 30,191.00
	34-050001-00	522632.08.01.01	62EM50	EXCX22007D	$ 200.00
	34-020002-70	522094.08.01.01.03.01	62EM20	EXCX22007D	$ 35,320.00

4200218802	31-040201-06	510505.04.08.01.08	62EI42	ESAX22007D	$ 14,795.00
	31-060303-06	510505.05.08.07.07	62EI63	ESAX22007D	$ 96,000.00
	31-030201-30	981155.03.08	62EI32	EXCX22007D	$ 29,400.00
	31-030201-31	981155.03.08	62EI32	EXCX22007D	$ 7,400.00
	31-050101-25	378710.05.02	62EI51	ESAX22007D	$ 3,000.00
	31-050301-01	516572.04.06.01.01	62EI53	ESAX22007D	$ 58,655.00
	31-050301-02	516572.04.06.01.03	62EI53	ESAX22007D	$ 52,535.00
	31-050301-03	516572.04.06.02.01	62EI53	ESAX22007D	$ 26,381.00
	31-010202-00	516572.04.06.01.04	62EI12	ESAX22007D	$ 32,443.00
	31-060303-03	986249.01.11.20.16.08	62EI63	ESAX22007D	$ 8,216.00
	31-020203-01	346620.04.03.01.14	62EI22	ESAX22007D	$ 55,000.00
4200219063	31-050101-04	399131.02.01.02.08	62VP62	ESAX22007D	$ 30,000.00
	31-050101-98	651792.04.03.02	62VP62	ESAX22007D	$ 4,243.00
	43-030303-01	069256.03.10.01.01	62VP33	ESAX22006D	$ 194,940.00
4200219533	32-020102-03	763115.08.04.01.06	62EV21	ESAX22007D	$ 50,000.00
	32-020102-04	763115.08.04.01.02	62EV21	ESAX22007D	$ 75,000.00
	32-020301-02	305311.01.08.04.01	62EV23	ESAX22007D	$ 80,000.00
	32-020301-02	763115.08.04.01.06	62EV23	ESAX22007D	$ 16,000.00
	32-030301-CE	292360.09.20.07.01	62EV33	ESAX22007D	$ 229,395.00
	32-040302-01	699152.04.01.01.08	62EV43	ESAX22007D	$ 163,471.00
	32-010206-06	763115.08.04.01.01	62EV12	ESAX22007D	$ 13,100.00
4200221209	36-030004-CA	136905.02.04.08.13	62ET30	ESAX22007D	$ 8,300.00
	32-010203-CC	136905.02.08.08.05	62EV12	ESAX22007D	$ 73,700.00
	32-010208-CF	136905.02.01.08.04	62EV12	ESAX22007D	$ 21,222.00
	32-030106-CA	136905.02.04.08.04	62EV31	ESAX22007D	$ 120,000.00
	45-010004-CC	136905.02.02.08.01	62JP10	ESAX22007D	$ 23,500.00
	45-010005-CC	136905.02.07.08.01	62JP10	ESAX22007D	$ 5,400.00
	45-010006-CB	136905.02.01.08.01	62JP10	ESAX22007D	$ 12,800.00
	45-010009-CB	136905.02.08.08.02	62JP10	ESAX22007D	$ 12,700.00
	45-010008-CD	136905.02.06.08.01	62JP10	ESAX22007D	$ 74,739.00
	33-020203-CB	136905.08.01.11	62ER22	ESAX22007D	$ 440,189.00
	33-040208-CB	136905.08.01.11	62ER42	ESAX22007D	$ 11,030.00
	33-040311-CA	136905.08.01.11	62ER43	ESAX22007D	$ 35,781.00
	32-010103-CA	136905.08.01.04	62EV11	ESAX22007D	$ 77,813.00
	32-010208-CG	136905.08.01.04	62EV12	ESAX22007D	$ 7,286.00
	32-020201-CD	136905.08.01.03	62EV22	ESAX22007D	$ 27,676.00
	32-020301-CC	136905.08.01.03	62EV23	ESAX22007D	$ 27,050.00
	32-030109-CA	136905.08.01.02.01	62EV31	ESAX22007D	$ 12,609.00
	32-030109-CB	136905.08.01.09	62EV31	ESAX22007D	$ 8,573.00
	32-030204-CM	136905.08.01.02.01	62EV32	ESAX22007D	$ 6,282.00
	32-030216-CA	136905.08.01.09	62EV32	ESAX22007D	$ 10,118.00

	32-060103-CK	136905.08.01.04	62EV61	ESAX22007D	$	29,486.00
	32-060201-CF	136905.08.01.04	62EV62	ESAX22007D	$	70,682.00
	45-020001-CE	136905.08.01.02.01	62JP20	ESAX22007D	$	55,931.00
	30-000303-CB	136905.10.10.10.10	62ED03	ESAX22007D	$	9,793.00
	31-040201-CI	136905.10.10.80.50.20.10	62EI42	ESAX22007D	$	5,949.00
	32-010205-CC	136905.10.10.50	62EV12	ESAX22007D	$	20,000.00
	33-020202-CD	136905.08.05.04.06.08	62ER22	ESAX22007D	$	35.00
	33-030401-CC	136905.08.05.04.04.08	62ER34	ESAX22007D	$	66.00
	33-010101-CA	136905.08.05.11.01.01.08	62ER24	ESAX22007D	$	710.00
	33-020301-CF	136905.08.05.06.01.08	62ER23	ESAX22007D	$	2,283.00
	32-030205-CA	136905.08.05.02.04.08	62EV32	ESAX22007D	$	2,676.00
	31-030201-CA	136905.08.05.09.01.08	62EI32	ESAX22007D	$	3,188.00
	30-000303-CA	136905.08.05.12.01.08	62ED03	ESAX22007D	$	3,963.00
	34-020002-CB	136905.08.05.12.02.08	62EM20	ESAX22007D	$	5,280.00
	31-010106-CA	136905.08.05.03.02.01.08	62EI11	ESAX22007D	$	5,367.00
	32-030217-CC	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$	6,973.00
	33-030301-CC	136905.08.05.05.04.08	62ER33	ESAX22007D	$	7,793.00
	33-030301-CA	136905.08.05.05.01.08	62ER33	ESAX22007D	$	9,686.00
	31-020102-CA	136905.08.05.08.08.01.08	62EI21	ESAX22007D	$	9,773.00
	31-030101-00	136905.08.05.08.02.08	62EI31	ESAX22007D	$	10,000.00
	45-030001-CI	136905.08.05.02.01.08	62JP30	ESAX22007D	$	10,137.00
	33-040112-CA	136905.08.05.04.02.08	62ER41	ESAX22007D	$	10,704.00
	32-010206-CD	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$	11,189.00
	32-010205-CA	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$	11,672.00
	33-030301-CK	136905.08.05.06.02.08	62ER33	ESAX22007D	$	13,754.00
	32-020301-CB	136905.08.05.08.11.08	62EV23	ESAX22007D	$	14,186.00
	33-030301-CL	136905.08.05.06.03.08	62ER33	ESAX22007D	$	15,298.00
	34-020002-CA	136905.08.05.12.01.08	62EM20	ESAX22007D	$	15,707.00
	31-020204-CU	136905.08.05.08.03.08	62EI22	ESAX22007D	$	16,157.00
	45-030001-CA	136905.08.05.01.08	62JP30	ESAX22007D	$	16,193.00
	32-040201-CF	136905.08.05.02.02.08	62EV42	ESAX22007D	$	16,374.00
	32-060102-CD	136905.08.05.02.03.08	62EV61	ESAX22007D	$	16,769.00
	32-060103-CD	136905.08.05.02.05.08	62EV61	ESAX22007D	$	16,863.00
	32-060102-CL	136905.08.05.02.01.08	62EV61	ESAX22007D	$	17,136.00
	32-030204-CN	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$	18,460.00
	32-030205-CB	136905.08.05.02.04.08	62EV32	ESAX22007D	$	19,587.00
	32-030204-CB	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$	20,160.00
	45-030001-CC	136905.08.05.05.01.08	62JP30	ESAX22007D	$	20,202.00
	33-040104-CB	136905.08.05.06.03.08	62ER41	ESAX22007D	$	21,433.00
	33-040114-CB	136905.08.05.13.01.01.08	62ER41	ESAX22007D	$	21,831.00
	45-030001-CD	136905.08.05.08.01.08	62JP30	ESAX22007D	$	23,147.00

	31-060303-CF	136905.08.05.02.04.08	62EI63	ESAX22007D	$ 23,163.00
	32-030204-CI	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$ 23,351.00
	33-030401-CE	136905.08.05.06.01.08	62ER34	ESAX22007D	$ 25,202.00
	33-020101-CB	136905.08.05.04.02.08	62ER21	ESAX22007D	$ 26,198.00
	32-010208-CE	136905.08.05.02.01.08	62EV12	ESAX22007D	$ 27,301.00
	33-030301-CM	136905.08.05.06.05.08	62ER33	ESAX22007D	$ 28,152.00
	32-030204-CK	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 30,283.00
	32-040101-CE	136905.08.05.07.01.08	62EV41	ESAX22007D	$ 32,442.00
	33-030301-CH	136905.08.05.04.04.08	62ER33	ESAX22007D	$ 33,962.00
	32-030204-CC	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$ 35,209.00
	32-020401-CA	136905.08.05.08.06.08	62EV24	ESAX22007D	$ 36,150.00
	32-030204-CE	136905.08.05.03.03.01.08	62EV32	ESAX22007D	$ 36,813.00
	33-020301-CG	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 37,044.00
	33-030301-CN	136905.08.05.07.01.08	62ER33	ESAX22007D	$ 37,278.00
	35-060001-CA	136905.08.05.11.01.05.08	62EO60	ESAX22007D	$ 37,843.00
	34-030001-CA	136905.08.05.12.01.08	62EM30	ESAX22007D	$ 39,190.00
	31-010317-CA	136905.08.05.03.02.01.08	62EI13	ESAX22007D	$ 40,104.00
	32-010204-CB	136905.08.05.02.02.08	62EV12	ESAX22007D	$ 41,412.00
	32-010102-CA	136905.08.05.02.04.08	62EV11	ESAX22007D	$ 43,382.00
	33-030303-CD	136905.08.05.06.01.08	62ER33	ESAX22007D	$ 44,092.00
	33-030301-CF	136905.08.05.04.02.08	62ER33	ESAX22007D	$ 45,562.00
	33-030301-CG	136905.08.05.04.03.08	62ER33	ESAX22007D	$ 45,609.00
	33-030303-CE	136905.08.05.05.01.08	62ER33	ESAX22007D	$ 46,751.00
	31-020103-CU	136905.08.05.08.03.08	62EI21	ESAX22007D	$ 48,948.00
	31-010104-CA	136905.08.05.11.01.02.08	62EI11	ESAX22007D	$ 53,301.00
	33-030303-CC	136905.08.05.07.01.08	62ER33	ESAX22007D	$ 55,431.00
	33-040107-CB	136905.08.05.04.01.08	62ER41	ESAX22007D	$ 55,596.00
	33-040107-CC	136905.08.05.05.01.08	62ER41	ESAX22007D	$ 57,514.00
	32-010206-CC	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$ 58,945.00
	33-030401-CD	136905.08.05.05.01.08	62ER34	ESAX22007D	$ 67,229.00
	33-020101-CC	136905.08.05.04.03.08	62ER21	ESAX22007D	$ 73,787.00
	35-060001-CB	136905.08.05.11.01.05.08	62EO60	ESAX22007D	$ 75,912.00
	32-030105-CA	136905.08.05.03.03.01.08	62EV31	ESAX22007D	$ 75,945.00
	31-030201-CC	136905.08.05.09.01.08	62EI32	ESAX22007D	$ 76,064.00
	33-020101-CA	136905.08.05.04.01.08	62ER21	ESAX22007D	$ 80,746.00
	32-060201-CU	136905.08.05.02.02.08	62EV62	ESAX22007D	$ 86,480.00
	32-020401-CB	136905.08.05.08.01.08	62EV24	ESAX22007D	$ 98,575.00
	32-060101-CU	136905.08.05.02.01.08	62EV61	ESAX22007D	$ 102,466.00
	34-040002-CA	136905.08.05.12.01.08	62EM40	ESAX22007D	$ 104,229.00
	34-040005-CB	136905.08.05.12.02.08	62EM40	ESAX22007D	$ 114,395.00
	31-010301-CA	136905.08.05.12.02.08	62EI13	ESAX22007D	$ 120,015.00

	33-020101-CH	136905.08.05.02.01.08	62ER21	ESAX22007D	$ 132,232.00
	33-020203-CE	136905.08.05.04.07.08	62ER22	ESAX22007D	$ 134,634.00
	32-030204-CA	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 140,937.00
	33-020301-CA	136905.08.05.06.02.08	62ER23	ESAX22007D	$ 174,791.00
	34-010003-CA	136905.08.05.12.01.08	62EM10	ESAX22007D	$ 183,078.00
	34-010002-CA	136905.08.05.12.01.08	62EM10	ESAX22007D	$ 184,401.00
	33-020203-CD	136905.08.05.04.06.08	62ER22	ESAX22007D	$ 200,181.00
	33-020301-CB	136905.08.05.05.03.08	62ER23	ESAX22007D	$ 224,364.00
	31-030101-CC	136905.08.05.08.02.08	62EI31	ESAX22007D	$ 238,690.00
	45-030001-CE	136905.08.05.11.01.01.08	62JP30	ESAX22007D	$ 284,463.00
	34-030001-CB	136905.08.05.12.02.08	62EM30	ESAX22007D	$ 318,047.00
	32-010208-CB	136905.08.05.11.01.01.08	62EV12	ESAX22007D	$ 346,404.00
	33-030303-CK	136905.08.05.06.01.08	62ER33	ESAX22007D	$ 358,275.00
4200221341	46-070102-00	197009.10.01.01.10	62MP71	EXCX22007D	$ 257.00
	46-070102-01	197009.10.01.01.10	62MP71	EXCX22007D	$ 5,000.00
	46-030102-02	524238.08.01.01.03	62MP31	EXCX22007D	$ 4,094.00
	46-030102-00	524238.08.01.01.03	62MP31	EXCX22007D	$ 25,000.00
	30-000301-01	698671.04.08.02	62ED03	EXCX22007D	$ 13,455.00
	30-000301-02	698671.04.08.02	62ED03	EXCX22007D	$ 166,741.00
	30-000001-00	698671.04.08.02	62ED03	EXCX22007D	$ 385,324.00
	30-000001-00	763115.08.04	62ED02	ESAX22007D	$ 232,746.00
	30-000001-00	763115.08.04	62ED02	EXCX22007D	$ 232,033.00
	30-000001-00	931164.08.04	62ED02	ESAX22007D	$ 116,246.49
	30-000001-00	931164.08.04	62ED02	EXCX22007D	$ 633,035.00
	30-000001-00	698671.04.08	62ET30	ESAX22007D	$ 599,929.00
4200221404	30-000401-00	305311.01.08.01	62EE01	EXCX22007D	$ 1,072,000.00
	30-000401-00	305311.01.08.01	62EE01	ESAX22007D	$ 12,000.00
				Total	**$ 12,549,534.49**

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $288,116,444. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 28, 2007.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$275,566,910	$12,549,534.49	$288,116,444

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
36	See block 16C	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS21-MDH	MSFC Adm: PS21-MDH/Eunice L. Rose 256-544-8231 eunice.l.rose@msfc.nasa.gov	PS21-MDH

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Sverdrup Technology, Inc. 600 William Northern Blvd Tullahoma, TN 37388 c/o Sverdrup Technology, Inc. MSFC Group 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
		10B. DATED *(SEE ITEM 13)* 09/28/2005

CODE CAGE : 07486 VENDOR CODE 100028

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)*

N/A

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

(✓)	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)*) Unilateral Modification/FAR 52.217-9, Option to Extend the Term of the Contract, and FAR 52.222-41 Service Contract Act of 1965, As Amended

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.)*

See Page 2 for Description

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)*	
		Kim E. Whitson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY *Original Signed by Kim E. Whitson*	09/26/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Description of Modification

1. The purpose of this modification is to (1) exercise contract Option 2/Year 3 extending the period of performance through September 26, 2008; (2) update F-2, Period of Performance; (3) update I.17, Statement of Equivalent Rates for Federal Hires (May 1989); (4) revise Attachment J-17, Wage Determination, with the latest wage determination, No. 2005-2006 Rev. No. 6 dated 5/29/2007.

2. The period of performance for this contract is hereby extended from award through September 26, 2008. The contractor shall perform the work called for under Attachment J-1, Performance Work Statement, during the period of performance of this option.

   The minimum and maximum estimated cost quantities for Option 2 are $10,000,000 and $100,000,000, respectively. The minimum and maximum potential performance fees for Option 2 are $510,000 and $5,100,000, respectively. The minimum and maximum potential award fees for this option are $340,000 and $3,400,000, respectively. Accordingly, the minimum and maximum quantities for estimated cost, potential performance fee, and potential award fees for the overall contract are hereby increased as set forth below:

		Minimum Quantity			Maximum Quantity		
Contract Periods		Estimated Cost	Potential Performance Fee	Potential Award Fee	Estimated Cost	Potential Performance Fee	Potential Award Fee
Base Period	Year 1	$10,000,000	$510,000	$340,000	$100,000,000	$5,100,000	$3,400,000
Option 1	Year 2	$10,000,000	$510,000	$340,000	$100,000,000	$5,100,000	$3,400,000
Option 2	Year 3	$10,000,000	$510,000	$340,000	$100,000,000	$5,100,000	$3,400,000
Overall	Contract	$30,000,000	$1,530,000	$1,020,000	$300,000,000	$15,300,000	$10,200,000

   The contract value will be adjusted in subsequent modifications as Task Directives are executed.

3. The following clause(s)/attachment(s) has/have been modified. Slip-sheets to the contract are attached with sidebars indicating change.

   F.2 Period of Performance is hereby deleted and replace in its entirety.

   I.17 52.222.42 Statement of Equivalent Rates for Federal Hires (May 1989), is hereby deleted and replace in its entirety.

   Attachment J-17, Wage Determination, is hereby deleted and replace in its entirety.

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

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

Clause Number	Title	Date
52.242-15	Stop-Work Order Alternate I	(Apr 1984)
52.247-34	F.O.B. Destination	(Nov 1991)

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

Clause Number	Title	Date
MSFC 52.247-90	Section 10721 Rates	(Feb 2001)

(End of Clause)

F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be October 15, 2005, through September 26, 2008. The contract 30-day phase-in period shall begin on the award date.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	**Period of Performance**
Option 3	September 27, 2008 – September 25, 2009
Option 4	September 26, 2009 – October 14, 2010

(End of Clause)

(a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(b) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **October 14, 2011**.

(End of Clause)

I.17 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

A. Classification, Grades and Rates

Employee Class	Grade	Monetary Wage-Fringe Benefits Hr/Rate
Engineering Technician II	GS-04	$12.47
Engineering Technician III	GS-05	$13.95
Engineering Technician IV	GS-07	$17.28
Engineering Technician V	GS-09	$21.13
Engineering Technician VI	GS-11	$25.57

WD 2005-2007 (Rev 6) was first posted on 06/05/2007
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: **2005-2007** Revision No.: **6** Date Of Revision: **05/29/2007**

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	11.66
01052 - Data Entry Operator II	13.89
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.80
01112 - General Clerk II	11.78
01113 - General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
01141 - Messenger Courier	9.49
01191 - Order Clerk I	11.49
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.56
01262 - Personnel Assistant (Employment) II	15.15
01263 - Personnel Assistant (Employment) III	16.41
01270 - Production Control Clerk	19.18
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	10.03
01532 - Travel Clerk II	10.62
01533 - Travel Clerk III	11.32
01611 - Word Processor I	12.34
01612 - Word Processor II	13.77
01613 - Word Processor III	16.31

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.48
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.48
11260 - Pruner	8.72
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	8.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.33
12011 - Breath Alcohol Technician	14.33
12012 - Certified Occupational Therapist Assistant	19.60
12015 - Certified Physical Therapist Assistant	19.60
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	20.44
12030 - EKG Technician	21.13
12035 - Electroneurodiagnostic Technologist	21.13
12040 - Emergency Medical Technician	14.33
12071 - Licensed Practical Nurse I	13.71
12072 - Licensed Practical Nurse II	15.40
12073 - Licensed Practical Nurse III	17.25
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28

12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.65
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.11
12222 - Nursing Assistant II	10.25
12223 - Nursing Assistant III	11.18
12224 - Nursing Assistant IV	12.55
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.36
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	12.55
12305 - Radiologic Technologist	22.63
12311 - Registered Nurse I	21.81
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	32.30
12315 - Registered Nurse III, Anesthetist	32.30
12316 - Registered Nurse IV	38.70
12317 - Scheduler (Drug and Alcohol Testing)	17.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.81
13012 - Exhibits Specialist II	21.81
13013 - Exhibits Specialist III	26.51
13041 - Illustrator I	17.81
13042 - Illustrator II	21.81
13043 - Illustrator III	26.51
13047 - Librarian	22.66
13050 - Library Aide/Clerk	13.17
13054 - Library Information Technology Systems Administrator	21.15
13058 - Library Technician	14.67
13061 - Media Specialist I	14.78
13062 - Media Specialist II	16.54
13063 - Media Specialist III	18.43
13071 - Photographer I	14.72
13072 - Photographer II	17.00
13073 - Photographer III	20.36
13074 - Photographer IV	24.89
13075 - Photographer V	30.21
13110 - Video Teleconference Technician	14.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.39
14042 - Computer Operator II	17.39
14043 - Computer Operator III	18.63
14044 - Computer Operator IV	23.78
14045 - Computer Operator V	26.73
14071 - Computer Programmer I (1)	22.73
14072 - Computer Programmer II (1)	27.24
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.39
14160 - Personal Computer Support Technician	23.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	24.89

15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	19.60
15090 - Technical Instructor	17.19
15095 - Technical Instructor/Course Developer	21.01
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.59
16030 - Counter Attendant	7.59
16040 - Dry Cleaner	9.54
16070 - Finisher, Flatwork, Machine	7.59
16090 - Presser, Hand	7.59
16110 - Presser, Machine, Drycleaning	7.59
16130 - Presser, Machine, Shirts	7.59
16160 - Presser, Machine, Wearing Apparel, Laundry	7.59
16190 - Sewing Machine Operator	10.07
16220 - Tailor	10.54
16250 - Washer, Machine	8.23
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.38
19040 - Tool And Die Maker	24.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	10.81
21150 - Stock Clerk	14.66
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.04
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	16.30
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34

23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	13.74
23392 - Gunsmith II	15.13
23393 - Gunsmith III	16.59
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.74
23465 - Laboratory/Shelter Mechanic	15.88
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.74
23592 - Metrology Technician II	23.71
23593 - Metrology Technician III	24.65
23640 - Millwright	18.79
23710 - Office Appliance Repairer	18.09
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	8.42
24620 - Family Readiness And Support Services Coordinator	12.00
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.88
27007 - Baggage Inspector	9.95
27008 - Corrections Officer	14.76
27010 - Court Security Officer	15.94
27030 - Detection Dog Handler	12.55
27040 - Detention Officer	14.76
27070 - Firefighter	15.94
27101 - Guard I	9.95
27102 - Guard II	12.55
27131 - Police Officer I	17.14
27132 - Police Officer II	19.05

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.93
28042 - Carnival Equipment Repairer	9.38
28043 - Carnival Equipment Worker	7.40
28210 - Gate Attendant/Gate Tender	12.47
28310 - Lifeguard	11.10
28350 - Park Attendant (Aide)	13.95
28510 - Recreation Aide/Health Facility Attendant	10.18
28515 - Recreation Specialist	13.48
28630 - Sports Official	11.10
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
30021 - Archeological Technician I	15.69
30022 - Archeological Technician II	17.56
30023 - Archeological Technician III	21.76
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	15.69
30062 - Drafter/CAD Operator II	17.77
30063 - Drafter/CAD Operator III	18.64
30064 - Drafter/CAD Operator IV	22.94
30081 - Engineering Technician I	13.21
30082 - Engineering Technician II	15.89
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	26.34
30085 - Engineering Technician V	30.74
30086 - Engineering Technician VI	37.17
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	23.77
30361 - Paralegal/Legal Assistant I	15.32
30362 - Paralegal/Legal Assistant II	18.99
30363 - Paralegal/Legal Assistant III	23.23
30364 - Paralegal/Legal Assistant IV	28.11
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	19.60
30462 - Technical Writer II	23.96
30463 - Technical Writer III	27.92
30491 - Unexploded Ordnance (UXO) Technician I	21.13
30492 - Unexploded Ordnance (UXO) Technician II	25.57
30493 - Unexploded Ordnance (UXO) Technician III	30.65
30494 - Unexploded (UXO) Safety Escort	21.13
30495 - Unexploded (UXO) Sweep Personnel	21.13
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.23
30621 - Weather Observer, Senior (3)	20.67
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	12.63
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	13.43

31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	13.43
31362 - Truckdriver, Medium	16.55
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	9.06
99050 - Desk Clerk	6.90
99095 - Embalmer	21.13
99251 - Laboratory Animal Caretaker I	8.53
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	21.13
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	10.58
99710 - Recycling Laborer	13.04
99711 - Recycling Specialist	14.78
99730 - Refuse Collector	11.78
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	11.46
99830 - Survey Party Chief	14.67
99831 - Surveying Aide	9.04
99832 - Surveying Technician	12.37
99840 - Vending Machine Attendant	12.59
99841 - Vending Machine Repairer	14.42
99842 - Vending Machine Repairer Helper	12.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.16 per hour or $126.40 per week or $547.73 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly

scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
37	See Block 16C	See Page 3	

6. ISSUED BY CODE MDH

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE MDH

NASA/Marshall Space Flight Center
Procurement Office
Eunice L. Rose / PS21
Phone: 256-544-8231 Fax: 256-544-9081
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group/Steve Robertson
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Page 3

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
Steve Robertson Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY *Original Signed by Sherry K. Davidson*	10/23/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

MAXIMUM ESTIMATED VALUE REMAINING

	Estimated Cost	Potential Perf. Fee	Potential Award Fee
Previous	$135,595,096	$8,113,221	$5,408,814
Option 2/CY3	$100,000,000	$5,100,000	$3,400,000
New Total	$235,595,096	$13,213,221	$8,808,814

TASK ORDER VALUE CUMULATION

	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value
Previous	$64,404,904	$1,255,584	$1,952,146	$837,056	$1,343,909	$67,700,959
This Mod	$0	$0	$0	$0	$0	$0
New Total	$64,404,904	$1,255,584	$1,952,146	$837,056	$1,343,909	$67,700,959

	Total Funds Allotted
Previous	$288,116,444
This Mod	$ 1,657,250
New Total	$289,773,694

1. The purpose of this modification is to provide for the following:

   (a) incremental funding in the amount of $1,657,250 pursuant to Clause 52.232-22, Limitation of Funds, thereby increasing the Total Funds Allotted from $288,116,444 to $289,773,694;
   (b) incorporate corporate name change of contractor from Sverdrup Technology, Inc. to Jacobs Technology, Inc., official name change was accepted by NASA Headquarters January 1, 2007 (Modification 27 utilized the name change);
   (c) incorporate revision of Clause 1852.204-76, Security Requirements for Unclassified Information Technology Resources, dated MAY 2007; and
   (d) incorporate Attachment J-20-1 and J-20-2, Proposed Initiatives.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

   - B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

   - Clause 1852.204-76, Security Requirements for Unclassified Information Technology Resources, Part II sections I.2 through I.5, are hereby deleted and replaced in its entirety

   - Attachment J-20-1 and J-20-2, Initiatives and Promises, is hereby added

3. All other terms and conditions remain unchanged.

PR	Subelement	WBS	Cost Center	Fund	Amount
4200221508	43-030503-00	825080.05.06.01	62VP35	ESAX22007D	$ 197.00
	43-030003-03	644423.06.32.03.13.08	62VP32	ESAX22007D	$ 1,407.00
4200223256	33-020302-00	698671.01.08.06.35	62ER23	ESAX22007D	$ 179,000.00
4200224168	33-020301-03	253225.04.01.02.04.03.08	62ER23	ESAX22007D	$ 101,386.00
	33-030201-02	253225.04.01.03.05.02.08	62ER32	ESAX22007D	$ 2,100.00
	33-030201-02	253225.04.01.03.05.02.08	62ER32	ESAX22007D	$ 75,000.00
	33-030303-01	522632.08.01.01	62ER33	EXCX22007D	$ 9,425.00
	33-030303-09	763115.08.04.01.01	62ET01	ESAX22007D	$ 16,989.00
	33-030303-17	763115.08.04.01.01	62ET01	ESAX22007D	$ 3,030.00
	33-040108-CA	698671.01.08.06.43	62ER41	ESAX22007D	$ 80,000.00
	33-040109-CA	698671.01.08.06.43	62ER41	ESAX22007D	$ 80,000.00
	33-040203-CB	698671.01.08.06.43	62ER42	ESAX22007D	$ 20,000.00
	33-040302-00	698671.01.08.06.43	62ER21	ESAX22007D	$ 220,000.00
	33-040307-02	197009.10.02.01.02	62ER43	EXCX22007D	$ 34,000.00
	33-040311-CA	305311.01.08.04.01	62ER43	ESAX22007D	$ 2,500.00
	33-040303-CA	520871.08.01.01.02	62ER43	EXCX22007D	$ 68,532.00
	33-020302-03	253225.04.01.02.04.03.08	62ER23	ESAX22007D	$ 183,614.00
	33-040307-01	197009.10.02.01.02	62ER43	EXCX22007D	$ 50,000.00
	33-040307-02	197009.10.02.01.02	62ER43	EXCX22007D	$ 50,000.00
	33-010101-00	522094.08.01.01.03.01	62ER01	EXCX22007D	$ 166,000.00
	33-030303-17	685676.01.08.05	62EM40	ESAX22007D	$ 20,000.00
	33-030303-09	685676.01.08.05	62EM40	ESAX22007D	$ 5,000.00
	33-040222-00	197009.10.01.01.10	62ER42	EXCX22007D	$ 16,344.00
	33-020401-11	685676.01.08.05	62ER24	ESAX22007D	$ 8,000.00
4200224646	31-040202-02	763115.08.04.01.01	62EI42	ESAX22007D	$ 2,500.00
	31-050301-03	516572.04.06.02.01	62EI53	ESAX22007D	$ 6,504.00
	32-020101-03	699152.04.06.01.08	62EV21	ESAX22007D	$ 76,401.00
	31-060202-06	099844.04.03.02	62EI21	ESAX22007D	$ 33,226.00
4200224682	43-030401-01	627989.06.02.01.02.03	62VP34	EXCX22007D	$ 2,254.00
	43-030401-01	637495.06.02.01.08.01	62VP34	EXCX22007D	$ 117,241.00
4200224738	34-050001-00	892182.01.08.06.0702.01	62EM50	EXCX22007R	$ 1,600.00
	34-040005-99	510505.04.08.01.15	62EM40	ESAX22007D	$ 25,000.00

				Total	**$ 1,657,250.00**

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes 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 $289,773,694. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 26, 2008.

(b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	$288,116,444	$1,657,250	$289,773,694

(End of Clause)

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
38	See Block 16C	See Page 3	

6. ISSUED BY CODE MDH

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE MDH

NASA/Marshall Space Flight Center
Procurement Office
Eunice L. Rose / PS21
Phone: 256-544-8231 Fax: 256-544-9081
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group/Steve Robertson
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM05AB50C

10B. DATED *(SEE ITEM 13)*
09/28/2005

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 Page 3

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
Steve Robertson Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY *Original Signed by Sherry K. Davidson*	11/20/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

MAXIMUM ESTIMATED VALUE REMAINING

	Estimated Cost	Potential Perf. Fee	Potential Award Fee
Previous	$135,595,096	$8,113,221	$5,408,814
Option 2/CY3	$100,000,000	$5,100,000	$3,400,000
New Total	$235,595,096	$13,213,221	$8,808,814

TASK ORDER VALUE CUMULATION

	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value
Previous	$64,404,904	$1,255,584	$1,952,146	$837,056	$1,343,909	$67,700,959
This Mod	$0	$0	$0	$0	$0	$0
New Total	$64,404,904	$1,255,584	$1,952,146	$837,056	$1,343,909	$67,700,959

	Total Funds Allotted
Previous	$289,773,694
This Mod	1,807,859
New Total	$291,581,553

1. The purpose of this modification is to provide for the following:

   (a) Incremental funding in the amount of $1,807,859 pursuant to Clause 52.232-22, Limitation of Funds, thereby increasing the Total Funds Allotted from $289,773,694 to $291,581,553.

   (b) Properly incorporate clause insertions in Section G, Contract Administration Data, Section H, Special Contract Requirements, and Section I, Contract Clauses provided in modifications 10, 13, 14, 15, 22, 24, 27 and 37.

   (c) Incorporate clause H.21, Associate Contractor Agreements.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

   - B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)
   - Section G, Contract Administration Data, pages G-1 through G-9 are hereby deleted and replaced in its entirety
   - Section H, Special Contract Requirements, pages H-1 through H-23 are hereby deleted and replaced in its entirety
   - Section I, Contract Clauses, pages I-1 through I-28 are hereby deleted and replaced in its entirety

3. All other terms and conditions remain unchanged.

PR	Subelement	WBS	Cost Center	Fund	Amount
4200225667	30-000304-01	981155.11.06.08	62CS40	EXCX22007D	$ 10,000.00
4200226397	45-010012-CA	136905.10.40.10	62JP60	ESAX22008D	$ 2,000.00
	45-010012-CB	136905.10.50.10	62JP60	ESAX22008D	$ 75,000.00
	45-010012-CD	136905.10.20.10	62JP60	ESAX22008D	$ 27,000.00
	45-010012-CE	136905.10.60.10	62JP60	ESAX22008D	$ 100,000.00
	32-060103-CM	136905.10.40.10	62EV61	ESAX22008D	$ 37,000.00
4200226629	31-060303-02	329231.03.02.20.10.08	62VP30	ESAX22007D	$ 184,000.00
	31-050101-04	698671.01.08.06.33	62VP62	ESAX22007D	$ 5,000.00
	31-050101-18	791926.02.03.02.29	62VP62	ESAX22008D	$ 5,000.00
	43-050101-11	397424.07.02.03.19	62VP50	ESAX22007D	$ 23,400.00
	43-050101-11	511432.07.04	62VP50	ESAX22007D	$ 19,746.00
	43-050101-11	378710.05.02	62VP50	ESAX22007D	$ 880.00
	43-050101-11	415113.01.01	62VP50	ESAX22007D	$ 439.00
	43-050101-11	411672.06.04.01	62VP50	ESAX22007D	$ 5,551.00
	43-050101-11	581291.01.01.02.02	62VP50	ESAX22007D	$ 24,793.00
	31-060303-AA	986249.01.11.20.13.08	62VP31	ESAX22007D	$ 154,173.00
	43-030003-EA	644423.06.34.02.08	62VP32	ESAX22007D	$ 201,856.00
	43-030003-EA	644423.06.34.06.02.08	62VP32	ESAX22007D	$ 207,308.00
	43-030003-EB	644423.06.34.01.08	62VP32	ESAX22007D	$ 187,637.00
	43-030003-EC	644423.06.34.01.08	62VP32	ESAX22007D	$ 162,960.00
4200226821	31-010307-00	401769.06.08.02.04.02	62ES22	EXCX22008D	$ 13,500.00
	31-040203-02	401769.06.08.02.04.02	62ES43	EXCX22008D	$ 1,090.00
	31-030201-04	401769.06.03.03.02.07	62ES51	EXCX22008D	$ 5,000.00
	31-050302-01	401769.06.03.03.02.07	62ES61	EXCX22008D	$ 5,000.00
	31-050302-02	401769.06.03.07.02.03	62ES61	EXCX22008D	$ 30,000.00
	31-030101-01	401769.06.07.05.03.03	62ES33	EXCX22008D	$ 1,150.00
	31-030201-08	401769.06.07.05.03.03	62ES51	EXCX22008D	$ 4,067.00
	31-060202-05	378710.05.02	62ES13	ESAX22008D	$ 132,900.00
	43-050001-00	378710.05.02	62VP52	ESAX22008D	$ 1,676.00
	31-050301-02	516572.04.06.01.03	62ES61	ESAX22007D	$ 3,552.00
4200226931	33-030201-EA	253225.04.03.01.02.02.08	62ER32	ESAX22008D	$ 30,000.00
	33-050201-EA	644423.06.34.03.10.08	62ER52	ESAX22007D	$ 3,410.00
	33-050201-EB	644423.06.34.03.10.08	62ER52	ESAX22007D	$ 26,648.00
	33-050201-EC	644423.06.34.03.10.08	62ER52	ESAX22007D	$ 41,560.00
	33-020203-CA	644423.06.34.03.10.08	62ER51	ESAX22007D	$ 11,530.00
	33-030303-00	892182.01.08.07.0746.01	62ER33	EXCX22007R	$ 488.00
4200226947	31-060202-03	698671.01.08.06.44	62VP61	ESAX22007D	$ 12,000.00
	31-050101-97	698671.01.08.06.44	62VP61	ESAX22007D	$ 17,000.00

4200226977	32-040302-00	699152.04.01.01.08	62EV43	ESAX22007D	$ 18,545.00
	32-010302-03	411672.02.11	62EV44	ESAX22008D	$ 15,000.00
				Total	**$ 1,807,859.00**

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
39	See Block 16C	See Page 3	

6. ISSUED BY CODE MDH

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE MDH

NASA/Marshall Space Flight Center
Procurement Office
Eunice L. Rose / PS21
Phone: 256-544-8231 Fax: 256-544-9081
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group/Steve Robertson
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Page 3

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
Steve Robertson Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY *Sherry K. Davidson*	12/05/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

MAXIMUM ESTIMATED VALUE REMAINING

	Estimated Cost	Potential Perf. Fee	Potential Award Fee
Previous	$135,595,096	$8,113,221	$5,408,814
Option 2/CY3	$100,000,000	$5,100,000	$3,400,000
New Total	$235,595,096	$13,213,221	$8,808,814

TASK ORDER VALUE CUMULATION

	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value
Previous	$64,404,904	$0	$1,952,146	$0	$1,343,909	$67,700,959
This Mod	$132,503,709	$3,677,592	$0	$2,451,728	$0	$138,633,029
New Total	$196,908,613	$3,677,592	$1,952,146	$2,451,728	$1,343,909	$206,333,988

	Total Funds Allotted
Previous	$291,581,553
This Mod	**-1,139,479.76**
New Total	$290,442,073.24

1. The purpose of this modification is to: (a) Update the Estimated Cost, Maximum Potential Performance Fee, Maximum Potential Award Fee, Total Contract Value; and (b) De-obligate funding in the amount of $1,139,479.76 pursuant to Clause 52.232-22, Limitation of Funds, thereby decreasing the Total Funds Allotted from $291,581,553 to $290,442,073.24. The contract de-obligations were requested by Gloria Carr's on November 19, 2007.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

3. All other terms and conditions remain unchanged.

PR	PLI	ALI	WBS	Cost Center	Fund	Deob. Amount	Subelement
4200181877	17 3	480	136905.08.05.05.04.08	62ER33	ESAX22007D	$ 8,194.04	33-040304-CA
4200181877	17 3	720	136905.08.05.04.02.08	62ER34	ESAX22007D	$ 24,856.65	33-030401-CB
4200181877	17 3	760	136905.08.05.04.07.08	62ER34	ESAX22007D	$ 5,391.50	33-030401-CG
4200187375	19 2	210	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 44,543.00	32-030204-CL
4200187375	19 2	530	136905.08.05.04.02.08	62ER34	ESAX22007D	$ 1,889.49	33-030401-CB
4200190145	20 1	670	136905.08.05.04.07.08	62ER34	ESAX22007D	$ 8,329.99	33-030401-CG
4200190145	20 1	1070	136905.08.05.08.04.08	62EV24	ESAX22007D	$ 53,501.00	32-020301-CL
4200190145	20 1	1210	136905.08.05.03.01.01.08	62EV32	ESAX22007D	$ 6,707.00	32-030204-CL
4200190145	20 2	430	136905.08.05.01.08	62JP30	ESAX22007D	$ 113,003.00	45-030001-CH
4200194483	21 4	190	136905.08.05.08.04.08	62EV23	ESAX22007D	$ 37,567.69	32-020301-CL
4200194483	21 4	470	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 267,643.99	33-020301-CF
4200194483	21 4	480	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 49,070.00	33-020301-CG
4200198036	22 3	290	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 46,829.00	33-020301-CD
4200198036	22 3	1070	136905.08.05.12.01.08	62JP30	ESAX22007D	$ 99,872.69	45-030001-CH
4200205838	25 2	300	136905.08.05.08.04.08	62EV23	ESAX22007D	$ 22,576.59	32-020301-CL
4200205838	25 2	460	136905.08.05.03.04.01.08	62EV32	ESAX22007D	$ 24,721.32	32-030204-CL
4200205838	25 2	610	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 172,986.99	33-020301-CF
4200205838	25 2	620	136905.08.05.06.01.08	62ER23	ESAX22007D	$ 5,166.20	33-020301-CG
4200205838	25 2	810	136905.08.05.04.02.08	62ER34	ESAX22007D	$ 12,457.60	33-030401-CB
4200205838	25 2	850	136905.08.05.13.03.01.08	62ER34	ESAX22007D	$ 5,325.84	33-030401-CG
4200205838	25 2	930	136905.08.05.05.04.08	62ER43	ESAX22007D	$ 29,891.25	33-040304-CA
4200212197	27 0	420	136905.08.05.04.03.08	62ER34	ESAX22007D	$ 6,205.99	33-030401-CA
4200212197	27 0	450	136905.08.05.13.03.01.08	62ER34	ESAX22007D	$ 3,640.99	33-030401-CG
4200216697	28 1	450	136905.08.05.04.03.08	62ER34	ESAX22007D	$ 6,205.99	33-030401-CA
420021669	28	480	136905.08.05.04.07.08	62ER34	ESAX22007	$ 3,640.99	33-030401-

7	1				D			CG
4200221209	291	300	136905.08.05.06.01.08	62ER23	ESAX22007 D	$	2,282.99	33-020301-CF
4200221209	291	740	136905.08.05.06.01.08	62ER23	ESAX22007 D	$	37,043.99	33-020301-CG
4200221404	293	20	305311.01.08.01	62EE01	ESAX22007 D	$	11,999.99	30-000401-00
4200187821	195	160	329231.01.10.08	62ER43	ESAX22007 D	$	27,934.00	33-030201-01
					Total		**-$1,139,479.76**	

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
16	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
40	See Block 16C	See Pages 3-6	

6. ISSUED BY CODE MDH

National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE MDH

NASA/Marshall Space Flight Center
Procurement Office
Eunice L. Rose / PS21
Phone: 256-544-8231 Fax: 256-544-9081
eunice.l.rose@msfc.nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Jacobs Technology, Inc.
600 William Northern Blvd
Tullahoma, TN 37388

c/o
Jacobs Technology, Inc.
MSFC Group/Steve Robertson
1525 Perimeter Parkway
Suite 330
Huntsville, AL 35806

CODE CAGE : 07486 VENDOR CODE 100028

(✓)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C
	10B. DATED *(SEE ITEM 13)* 09/28/2005

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 Pages 3-6

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

(✓)	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)* Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41

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.)*

See Page 2 for Description

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)*
Steve Robertson Financial/Business Operations Manager	Sherry K. Davidson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *Original Signed by Sherry K. Davidson* *(Signature of Contracting Officer)*	12/19/2007

MAXIMUM ESTIMATED VALUE REMAINING

	Estimated Cost	Potential Perf. Fee	Potential Award Fee
Previous	$135,595,096	$8,113,221	$5,408,814
Option 2/CY3	$100,000,000	$5,100,000	$3,400,000
New Total	$235,595,096	$13,213,221	$8,808,814

TASK ORDER VALUE CUMULATION

	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value
Previous	$64,404,904	$0	$1,952,146	$0	$1,343,909	$67,700,959
This Mod	$132,503,709	$3,677,592	$0	$2,451,728	$0	$138,633,029
New Total	$196,908,613	$3,677,592	$1,952,146	$2,451,728	$1,343,909	$206,333,988

	Total Funds Allotted
Previous	$290,442,073.24
This Mod	**+11,591,821.50**
New Total	$302,033,894.74

1. The purpose of this modification is to increase funding in the amount of $11,591,821.50 pursuant to Clause 52.232-22, Limitation of Funds, thereby increasing the Total Funds Allotted from $290,442,073.24 to $302,033,894.74.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

3. All other terms and conditions remain unchanged.

PR	Subelement	WBS	Cost Center	Fund	Amount
4200226774	34-010003-99	892182.01.08.06.0702.01	62EM50	EXCX22007R	$ 2,200.00
	34-050001-00	892182.01.08.07.072K.01	62EM50	EXCX22007R	$ 8,385.00
	34-010002-07	253225.04.01.02.04.03.08	62EM10	ESAX22007D	$ 20,000.00
	34-040002-01	136905.08.05.13.02.01.08	62EM40	ESAX22008D	$ 16,000.00
	34-010003-60	698671.01.08.06.39	62EM40	ESAX22007D	$ 31,048.00
4200226984	48-010002-00	981155.11.06.08	62CS40	EXCX22007D	$ 19,568.50
4200227272	43-030102-CB	604746.01.01.02.12.08	62VP31	ESAX22008D	$ 116,071.00
	43-050101-11	346620.01.01.01	62VP51	ESAX22007D	$ 96,500.00
	43-050101-20	346620.01.01.01	62VP51	ESAX22007D	$ 3,200.00
	43-050101-21	346620.01.01.01	62VP51	ESAX22007D	$ 265,015.00
	43-050101-22	346620.01.01.01	62VP51	ESAX22007D	$ 5,000.00
	43-050101-34	346620.01.01.01	62VP51	ESAX22007D	$ 11,000.00
	43-050101-36	346620.01.01.01	62VP51	ESAX22007D	$ 11,000.00
4200227522	31-050301-01	516572.04.06.01.01	62ES61	ESAX22007D	$ 57,000.00
	31-050301-02	516572.04.06.01.03	62ES61	ESAX22007D	$ 72,000.00
	31-050301-03	516572.04.06.01.04	62ES61	ESAX22007D	$ 13,500.00
	31-010202-00	516572.04.06.02.01	62ES22	ESAX22007D	$ 57,500.00
	31-060202-06	099844.04.03.02	62ES31	ESAX22007D	$ 325,274.00
	31-030201-30	510505.10.08.10.01	62ES50	ESAX22007D	$ 30,000.00
	31-030201-31	510505.10.08.10.01	62ES50	ESAX22007D	$ 30,000.00
	31-030201-30	981155.03.08	62ES50	ESAX22007D	$ 12,258.00
	31-030201-31	981155.03.08	62ES50	ESAX22007D	$ 7,742.00
	31-030201-31	981155.03.08	62ES50	EXCX22007D	$ 4,516.00
	31-050101-97	892182.01.08.06.0716.01	62ES63	EXCX22007R	$ 4,931.00
	31-020401-05	197009.10.01.01.05	62ES42	EXCX22007D	$ 10,000.00
	31-040202-01	197009.10.01.01.05	62ES43	EXCX22007D	$ 10,000.00
	31-040202-01	939904.01.08.02	62ES43	EXCX22007D	$ 10,000.00
	31-040202-02	939904.01.08.02	62ES43	EXCX22007D	$ 10,000.00
	31-030201-09	699152.04.06.01.08	62ES52	ESAX22007D	$ 85,500.00
	31-060202-04	699152.04.06.01.08	62ES13	ESAX22007D	$ 24,000.00
	31-020101-02	699152.04.06.01.08	62ES62	ESAX22007D	$ 40,000.00
	31-050101-97	698671.01.08.06.42	62VP62	ESAX22007D	$ 4,000.00
	31-020201-09	795369.04.02.08	62ES32	ESAX22008D	$ 40,000.00
	31-020402-01	526282.01.08.07	62ES42	ESAX22008D	$ 10,000.00
	31-020401-05	197009.10.01.01.10	62ES42	EXCX22008D	$ 25,000.00
4200227588	32-030301-CE	292360.09.20.07.01	62EV33	ESAX22007D	$ 57,602.00
	32-030301-CB	857464.02.05.01	62EV33	ESAX22007D	$ 40,000.00
	32-030219-00	510505.05.08.05.03	62EV32	ESAX22007D	$ 11,638.00
	32-030209-00	522632.08.01.01	62EV32	EXCX22007D	$ 100,000.00
	32-010302-40	305311.01.08.01	62EV44	ESAX22007D	$ 5,600.00
	32-030001-00	763115.08.04.01.01	62EV02	ESAX22007D	$ 2,457.00

	32-030001-00	292360.09.20.07.01	62EV02	ESAX22007D	$ 54,215.00
	32-040305-CA	698671.01.08.06.38	62EV43	ESAX22007D	$ 47,440.00
	32-030001-00	763115.08.04.01.01	62EV02	ESAX22007D	$ 35,000.00
	32-010201-01	197009.10.01.01.06	62EV93	EXCX22007D	$ 54,000.00
	32-060103-09	197009.10.01.01.10	62EV94	EXCX22007D	$ 40,000.00
	32-030201-00	197009.10.02.01.02	62EV32	EXCX22007D	$ 45,000.00
	32-060103-CC	604746.01.01.02.12.08	62EV94	ESAX22007D	$ 9,356.00
	32-030104-00	197009.10.01.01.11	62EV31	EXCX22007D	$ 50,000.00
	32-030104-01	197009.10.01.01.11	62EV31	EXCX22007D	$ 10,386.00
	32-030104-01	197009.10.01.01.11	62EV31	EXCX22008D	$ 29,614.00
4200227679	34-030001-00	441261.04.10.01.02	62EM30	ESAX22007D	$ 199,376.00
	34-040005-60	441261.04.10.01.02	62EM40	ESAX22007D	$ 34,021.00
	34-050001-00	685676.01.08.05	62EM50	ESAX22007D	$ 250,000.00
	34-030001-62	346620.04.03.01.09	62EM30	ESAX22008D	$ 52,000.00
	34-010002-10	599489.02.07.08.03.03.01	62EM10	ESAX22007D	$ 14,318.00
	34-010003-32	522632.08.01.01	62EM40	EXCX22007D	$ 45,000.00
	34-040005-32	522632.08.01.01	62EM40	EXCX22007D	$ 5,443.00
	34-010002-04	685676.01.08.05	62EM40	ESAX22007D	$ 25,000.00
	34-010002-04	346620.04.03.01.13	62EM40	ESAX22007D	$ 14,256.00
	34-040002-02	278083.01.01.03	62EM40	ESAX22007D	$ 17,973.00
	34-040002-02	699152.04.06.01.08	62EM40	ESAX22007D	$ 2,730.00
	32-010302-03	411672.06.05.01	62EM50	ESAX22007D	$ 22,502.00
	32-010302-03	411672.02.11	62EM50	ESAX22007D	$ 17,498.00
	34-040005-00	561581.02.08.08	62EM40	ESAX22007D	$ 4,012.00
4200228069	33-020401-03	986249.01.11.20.15.08	62ER24	ESAX22007D	$ 75,000.00
	33-020302-08	253225.04.01.03.04.01.08	62ER23	ESAX22007D	$ 36,734.00
	33-020302-08	253225.04.03.01.02.02.08	62ER23	ESAX22008D	$ 15,766.00
	33-020401-03	253225.04.01.02.04.03.08	62ER23	ESAX22007D	$ 32,097.00
	33-030201-CE	305311.01.08.04.04	62ER32	EXCX22007D	$ 100,000.00
	33-030302-04	522632.08.01.01	62ER33	EXCX22007D	$ 100,000.00
	33-030303-01	522632.08.01.01	62ER33	EXCX22007D	$ 28,000.00
	33-030303-01	522632.08.01.01	62ER33	EXCX22007D	$ 114,601.00
	33-030303-03	522632.08.01.01	62ER33	EXCX22007D	$ 11,824.00
	33-040312-CA	253225.04.03.01.02.02.08	62ER43	ESAX22008D	$ 32,500.00
	33-050202-01	522632.08.01.01	62ER52	EXCX22007D	$ 58,192.00
4200229443	48-010001-00	292487.08.08.06	62CS01	ESAX22008D	$ 76,347.00
4200229933	48-010002-00	981155.11.06.08	62CS40	EXCX22007	$ 20,428.00
4200230241	32-030503-CA	136905.10.30.20.10	62EV35	ESAX22008D	$ 30,000.00
	45-010012-CA	136905.10.40.10	62JP60	ESAX22008D	$ 170,000.00
	45-000103-AA	206518.02.10	62JP60	ESAX22008D	$ 200,000.00
	30-000303-CA	136905.10.10.10.10	62JP60	ESAX22008D	$ 7,036.00
	31-040201-CI	136905.10.10.80.50.20.10	62JP60	ESAX22008D	$ 8,773.00

	33-020302-CC	136905.10.10.80.40.10	62JP60	ESAX22008D	$ 91,000.00
	32-010205-CC	136905.10.10.50	62JP60	ESAX22008D	$ 74,962.00
	32-010301-CC	136905.10.10.50	62JP60	ESAX22008D	$ 34,000.00
	32-060103-CF	136905.10.10.10.30	62JP60	ESAX22008D	$ 40,682.00
	45-010003-CA	136905.10.10.10.10	62JP60	ESAX22008D	$ 9,624.00
	45-010003-CB	136905.10.10.10.10	62JP60	ESAX22008D	$ 28,142.00
	45-010003-CE	136905.10.10.10.10	62JP60	ESAX22008D	$ 18,862.00
	45-010003-CG	136905.10.10.10.10	62JP60	ESAX22008D	$ 20,000.00
	45-010003-CH	136905.10.10.10.10	62JP60	ESAX22008D	$ 55,310.00
	45-010003-CI	136905.10.10.10.10	62JP60	ESAX22008D	$ 216,178.00
	45-010007-CA	136905.10.10.80.50.40	62JP60	ESAX22008D	$ 5,000,000.00
	45-010008-CA	136905.10.10.80.50.50	62JP60	ESAX22008D	$ 8,910.00
	45-010008-CB	136905.10.10.80.50.20.10	62JP60	ESAX22008D	$ 87,118.00
	45-010010-CB	136905.10.10.80.50.20.10	62JP60	ESAX22008D	$ 62,497.00
	33-040218-CD	136905.10.10.80.40.20	62JP60	ESAX22008D	$ 7,000.00
	33-030307-CC	136905.10.10.80.40.10	62JP60	ESAX22008D	$ 50,000.00
	45-010003-CJ	136905.10.10.80.50.20.10	62JP60	ESAX22008D	$ 60,000.00
	31-020401-CF	136905.08.01.03	62EI24	ESAX22008D	$ 3,882.00
	31-040203-CF	136905.08.01.03	62EI42	ESAX22008D	$ 300.00
	32-010103-CA	136905.08.01.04	62EV11	ESAX22008D	$ 117,679.00
	32-010103-CC	136905.08.01.09	62EV11	ESAX22008D	$ 24,101.00
	32-020201-CD	136905.08.01.03	62EV22	ESAX22008D	$ 7,471.00
	32-020301-CC	136905.08.01.03	62EV23	ESAX22008D	$ 5,639.00
	32-030109-CC	136905.08.01.04	62EV31	ESAX22008D	$ 2,508.00
	32-030109-CD	136905.08.01.04	62EV31	ESAX22008D	$ 3,536.00
	32-030110-CA	136905.08.01.02.01	62EV31	ESAX22008D	$ 15,943.00
	32-030110-CB	136905.08.01.09	62EV31	ESAX22008D	$ 3,169.00
	32-030216-CA	136905.08.01.09	62EV32	ESAX22008D	$ 18,420.00
	32-030216-CC	136905.08.01.02.01	62EV32	ESAX22008D	$ 1,078.00
	32-060103-CK	136905.08.01.04	62EV61	ESAX22008D	$ 507.00
	33-030306-CA	136905.08.01.03	62ER33	ESAX22008D	$ 33,148.00
	33-030306-CC	136905.08.01.09	62ER33	ESAX22008D	$ 21,692.00
	33-050101-CB	136905.08.01.09	62ER51	ESAX22008D	$ 2,545.00
	34-020002-CG	136905.08.01.09	62EM20	ESAX22008D	$ 6,697.00
	34-040006-CE	136905.08.01.02.01	62EM40	ESAX22008D	$ 331.00
	45-020001-CA	136905.08.01.01	62JP20	ESAX22008D	$ 46,194.00
	45-020001-CC	136905.08.01.04	62JP20	ESAX22008D	$ 28,156.00
	45-020001-CD	136905.08.01.09	62JP20	ESAX22008D	$ 71,320.00
	45-020001-CE	136905.08.01.02.01	62JP20	ESAX22008D	$ 41,020.00
	45-020001-CF	136905.08.01.03	62JP20	ESAX22008D	$ 121,681.00
	31-040202-CV	136905.02.06.08.02	62EI41	ESAX22008D	$ 9,062.00
	32-010101-CB	136905.02.04.08.03	62EV11	ESAX22008D	$ 5,918.00
	32-010202-CA	136905.02.08.08.05	62EV12	ESAX22008D	$ 11,645.00
	32-010203-CA	136905.02.08.08.05	62EV12	ESAX22008D	$ 285,729.00
	32-010203-CC	136905.02.08.08.05	62EV12	ESAX22008D	$ 43,500.00
	32-010204-CA	136905.02.08.08.05	62EV12	ESAX22008D	$ 24,810.00
	32-010206-CA	136905.02.08.08.05	62EV12	ESAX22008D	$ 15,991.00
	32-010206-CB	136905.02.05.08.05	62EV12	ESAX22008D	$ 3,558.00
	32-010208-CH	136905.02.07.08.03	62EV12	ESAX22008D	$ 154,467.00
	32-020201-CB	136905.02.06.08.03	62EV22	ESAX22008D	$ 77,834.00
	32-020401-CF	136905.02.06.08.02	62EV24	ESAX22008D	$ 36,179.00

4200230760	43-030305-00	699152.04.01.01.08	62VP33	ESAX22007D	$ 108,375.00
	31-060303-02	986249.01.13.08	62VP30	ESAX22008D	$ 50,000.00
	43-060301-01	411672.06.04.01	62VP63	ESAX22007D	$ 18,670.00
	43-060301-00	390492.04.02.06.98	62VP63	ESAX22007D	$ 252,838.00
4200230795	36-000104-02	814060.08.12	62ET10	ESAX22008D	$ 40,000.00
4200230872	31-060303-04	182306.02.01.08	62VP40	ESAX22007D	$ 110,000.00
					$ 11,591,821.50