

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 16	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 10		3. EFFECTIVE DATE March 31, 2006		4. REQUISITION/PURCHASE REQ. NO. See Page 2	
6. ISSUED BY 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) MSFC Adm: PS21-MDP/Kimberly S. Daniels 256-544-0609 Kimberly.s.daniels@nasa.gov		5. PROJECT NO. (If applicable) PS21-MDP	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. c/o 600 William Northern Blvd Sverdrup Technology, Inc. Tullahoma, TN 37388 MSFC Group 6703 Odyssey Drive Suite 303 Huntsville, AL 35806			(✓)	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	
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 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			Total Contract Value	Total Funding Allotted
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Max Potential Award Fee		
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) James M. Shelton Financial/Business Operations Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Becky K. Crane Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ Original Signed by James M. Shelton (Signature of person authorized to sign)	15C. DATE SIGNED 03/31/2006	16B. UNITED STATES OF AMERICA BY /s/ Original Signed by Becky K. Crane (Signature of Contracting Officer)	16C. DATE SIGNED 03/31/2006

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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

<u>Contract Period Covered</u>	<u>*** Total Estimated Cost</u>	<u>Maximum Potential Performance Fee (60%)</u>	<u>Total Performance Fee Earned</u>	<u>Maximum Potential Award Fee (40%)</u>	<u>Total Award Fee Earned</u>	<u>TOTAL TASK ORDER VALUE</u>
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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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:

<u>Contract Periods</u>	<u>Period of Performance</u>
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
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(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)