

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 16	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 14		3. EFFECTIVE DATE June 29, 2006		4. REQUISITION/PURCHASE REQ. NO. See Page 2 - 5	
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)	
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 - 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			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	\$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 <u>/s/ Original Signed by Sherry K. Davidson</u> (Signature of Contracting Officer)	June 29, 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

<u>PR</u>	<u>WBS ELEMENT</u>	<u>COST CENTER</u>	<u>FUND</u>	<u>AMOUNT</u>
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

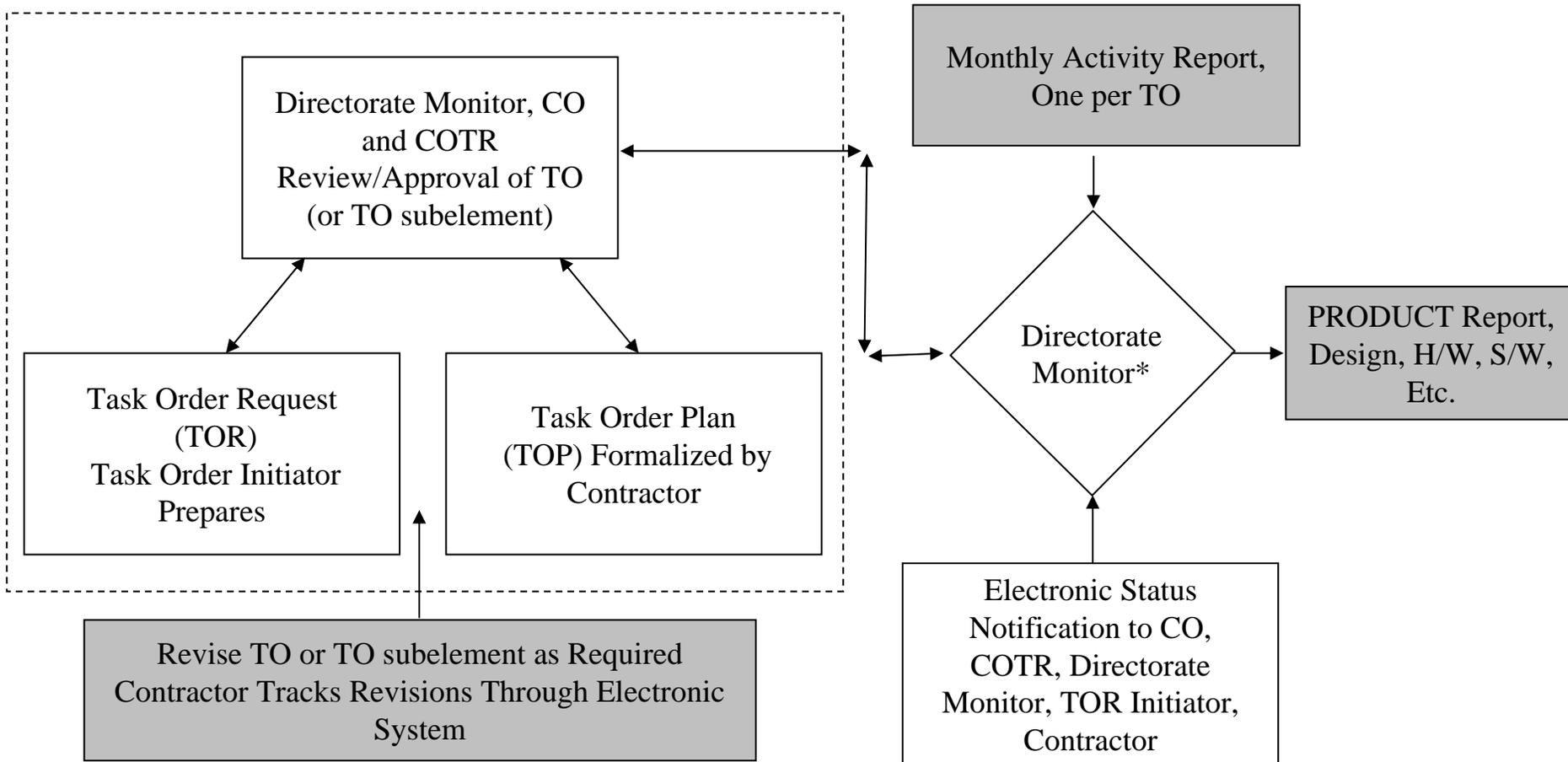
(End of Clause)

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)

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.