

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 16	PAGE OF PAGES 1   3
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2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 3	5. PROJECT NO. (If applicable)
6. ISSUED BY PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS21-MDP	7. ADMINISTERED BY (If other than Item 6) 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. c/o 600 William Northern Blvd Sverdrup Technology, Inc. Tullahoma, TN 37388 MSFC Group 1525 Perimeter Parkway Suite 330 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 ) 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
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY /s/ Original Signed by Kimberly S. Carson (Signature of Contracting Officer)	16C. DATE SIGNED 01/10/2007

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION						
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned	Total Contract	Total 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).

<u>Section</u>	<u>Page(s) Added</u>	<u>Page(s) Deleted</u>
B.4, <u>CONTRACT FUNDING</u>	B-4 (Mod 23)	B-4 (Mod 21)
G.6, <u>LIST OF GFP</u>	G-6 thru G-9 (Mod 24)	G-6 thru G-9 (Mod 15)
J-19, <u>LIST OF GFP</u>	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.

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

<u>Item</u>	<u>Quantity</u>	<u>Acquisition Cost</u>	<u>Date to be Furnished to the Contractor</u>
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**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:

	<u>Title</u>	<u>Office Code</u>
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**

<b>ITEM #</b>	<b>ITEM NAME, MANUFACTURER, MODEL, SERIAL NUMBER</b>	<b>ECN</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>DATE FURNISHED TO CONTRACTOR</b>
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
				<b>TOTAL</b>	<b>\$58,284.00</b>	