

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 16	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 37	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 3	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration George C. Marshall Space Flight Center Procurement Office Marshall Space Flight Center, AL 35812	CODE MDH	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Procurement Office Eunice L. Rose / PS21 Phone: 256-544-8231 Fax: 256-544-9081 <a href="mailto:eunice.l.rose@msfc.nasa.gov">eunice.l.rose@msfc.nasa.gov</a>	CODE MDH
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Jacobs Technology, Inc. c/o 600 William Northern Blvd Jacobs Technology, Inc. Tullahoma, TN 37388 MSFC Group/Steve Robertson 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806		(✓)	9A. AMENDMENT OF SOLICITATION NO.
CODE CAGE : 07486 VENDOR CODE 100028		X	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

**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) Steve Robertson Financial/Business Operations Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Original Signed by Sherry K. Davidson BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 10/23/2007

**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	\$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
<b>4200221508</b>	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
<b>4200223256</b>	33-020302-00	698671.01.08.06.35	62ER23	ESAX22007D	\$ 179,000.00
<b>4200224168</b>	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
<b>4200224646</b>	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
<b>4200224682</b>	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
<b>4200224738</b>	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

				<b>Total</b>	<b>\$ 1,657,250.00</b>

- (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)