AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
One (1)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises NASA FAR Supplement Clause 1852.242-72 to include alternate II.

Accordingly,

1. Clause I.1—LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE—is revised as follows:

Delete: 1852.242-72—OBSERVANCE OF LEGAL HOLODAYS (AUG 1992)

Add: 1852.242-72—OBSERVANCE OF LEGAL HOLODAYS (AUG 1992) ALTERNATE II (SEP 1989)

--END OF MODIFICAITON—

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)	
LORI E. WEBER CONTRACTS MANAGER		Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	**15C. DATE SIGNED** 12/23/98	**16B. UNITED STATES OF AMERICA** BY (Signature of Contracting Officer)	**16C. DATE SIGNED** 12/23/98

NSN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Two (2)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 :nendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By :knowledging 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 OUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN EJECTION 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 :ference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 2)

xcept 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.

5A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
5B. CONTRACTOR/OFFEROR ignature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED FEB 12 1999

N 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

Accordingly,

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$ 880,704	$ 0	$ 880,704
Incentive Fee	$ 120,096	$ 0	$ 120,096
Total CPIF	$1,000,800	$ 0	$1,000,800

There is no change to the funding level for CLIN 1. The period of allotment is through 05/17/99 in accordance with RSTX E-Mail message dated 12/21/98.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$1,008,306	$896,386	$1,094,692
Award Fee	$ 75,894	$ 62,315	$ 138,209
Total CPAF	$1,084,200	$958,701	$2,042,901

The period of allotment is extended through 04/05/99 in accordance with Raytheon STX E-Mail message dated 02/11/99.

ACCOUNTING AND APPROPRIATION DATA

The following funds are hereby transferred from Contract NAS5-97059 to Contract NAS5-98156:

MOD	PCN	JON	APP	OC	BLI	AMT
19	630-56170D	632-370-16-13-78	808/90110(98)	63-2529	B401	$14,478
19	630-56170E	632-370-16-11-78	808/90110(98)	63-2529	B401	$1,743
22	630-56179B	632-370-16-13-78	808/90110(98)	63-2529	B401	$10,000
22	630-56179D	631-399-21-20-78	808/90110(98)	63-2529	B401	$46,068
25	632-56196A	632-370-16-11-78	808/90110(98)	63-2529	B401	$42,918
25	632-56196B	632-370-03-01-78	808/90110(98)	63-2529	B401	$29,050
25	632-56196D	632-370-16-13-78	808/90110(98)	63-2529	B401	$63,572
27	630-56189B	631-440-05-97-78	808/90110(98)	63-2529	B401	$74,661
28	630-56189C	631-399-23-01-78	808/90110(98)	63-2529	B401	$75,968

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT
630-08480A	632-370-03-00-78	809/00110(99)	63-2529	B401	$200,000
630-08481A	633-315-90-41-78	809/00110(99)	63-2529	B401	$16,243
630-08482A	631-399-22-12-78	808/90110(98)	63-2529	B401	$305,000
630-08459A	632-370-17-02-01	808/90110(98)	63-2624	A701	$79,000

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRAC

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Three (3)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification corrects an administrative error in modification number 2 and provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED MAR 19 1999

Accordingly,

1. Modification Number 2 incorrectly stated that the revised estimated cost funding level for CLIN 2 as $1,094,692. The correct estimated cost funding level for CLIN 2 should have been $1,904,692. The total funding level for CLIN 2 was correctly stated as $2,042,901.

2. Clause B.7—CONTRACT FUNDING—is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$ 880,704	$ 0	$ 880,704
Incentive Fee	$ 120,096	$ 0	$ 120,096
Total CPIF	$1,000,800	$ 0	$1,000,800

There is no change to the funding level for CLIN 1.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$1,904,692	$499,693	$2,404,385
Award Fee	$ 138,209	$ 34,738	$ 172,947
Total CPAF	$2,042,901	$534,431	$2,577,332

The period of allotment is extended through 05/31/99 in accordance with Raytheon STX E-Mail message dated 13/19/99.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT
661-08659A(1C)	661-440-08-58-02	809/00110(99)	66-2550	A501	$24,327
630-08499A(1C)	631-212-65-20-78	809/00110(99)	63-2529	B401	$40,000
630-08495A(1C)	631-440-05-97-78	809/00110(99)	63-2529	B401	$226,000
630-08501A(1C)	631-399-23-01-78	808/90110(98)	63-2529	B401	$38,104
630-08503A(1C)	633-428-50-01-78	809/00110(99)	63-2529	B401	$10,000
630-08504A(1C)	633-216-03-01-01	808/90110(98)	63-2624	A200	$130,000
630-08505A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$60,000
630-08506A(1C)	633-274-32-99-01	809/00110(99)	63-2624	A200	$6,000

Total Obligation: $534,431

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Four (4)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED APR 14 1999

Accordingly,

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$ 880,704	$ 0	$ 880,704
Incentive Fee	$ 120,096	$ 0	$ 120,096
Total CPIF	$1,000,800	$ 0	$1,000,800

There is no change to the funding level for CLIN 1.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$2,404,385	$19,085	$2,423,470
Award Fee	$ 172,947	$ 1,327	$ 174,274
Total CPAF	$2,577,332	$20,412	$2,597,744

The period of allotment is extended through 06/01/99 in accordance with Raytheon STX E-Mail message dated 04/14/99.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT
630-08515A(1C)	632-370-03-00-78	808/90110(98)	63-2829	B401	$76,800
630-08519A(1C)	633-216-03-01-01	808/90110(98)	63-2590	A701	$20,412

The following funds are deobligated from Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT
630-08480A(1C)	632-370-03-00-78	809/00110(99)	63-2529	B401	($76,800)

Total Obligation: $20,412

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE			
2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO
Five (5)		N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATIO

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRAC
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 acknov amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies 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 amendmen YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED M 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 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)*
B/NC: 206 N/A PPC: BX

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

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification makes administrative changes to the contract.

(See Page 2 of 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 effe

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or p
Linda A. Beilstein Contracts Manager		Mary V. Stevens Contracting Officer
15B. CONTRACTOR/OFFEROR Linda A. Beilstein (Signature of person authorized to sign)	15C. DATE SIGNED 04/26/99	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)
		16C. DATE S APR

SN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Six (6)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **See Page 2 of 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED May 18, 1999

Accordingly,

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$ 880,704.00	$227,348.00	$1,108,052.00
Incentive Fee	$ 120,096.00	$ 27,241.00	$ 147,337.00
Total CPIF	$1,000,800.00	$254,589.00	$1,255,389.00

The period of allotment is extended through 07/31/99 in accordance with Raytheon STX E-Mail message dated 05/13/99.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$2,423,470.00	$770,618.00	$3,194,088.00
Award Fee	$ 174,274.00	$ 53,573.13	$ 227,847.13
Total CPAF	$2,597,744.00	$824,191.13	$3,421,935.13

The period of allotment is extended through 07/31/99 in accordance with Raytheon STX E-Mail message dated 05/13/99.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-08522B(1C)	633-332-17-10-01	809/00110(99)	63-2624	A200	$112,000.00	2
630-08522C(1C)	633-344-02-85-01	809/00110(99)	63-2624	A200	$ 500.00	2
630-08522E(1C)	441-459-10-70-01	809/00110(99)	63-2624	A200	$ 500.00	2
630-08526A(1C)	120-030-09-01-01	809/00110(99)	63-2624	A200	$ 500.00	2
630-08527A(1C)	632-287-27-01-78	809/00110(99)	63-2529	B401	$ 35,000.00	2
630-08528A(1C)	630-370-07-01-78	809/00110(99)	63-2529	B401	$ 10,000.00	2
630-08528B(1C)	630-370-18-70-78	809/00110(99)	63-2529	B401	$ 10,000.00	2
630-08530A(1C)	630-370-25-01-78	809/00110(99)	63-2529	B401	$ 10,000.00	2
630-08530B(1C)	660-399-50-01-78	809/00110(99)	63-2529	B401	$ 10,000.00	2
630-08532A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 30,000.00	2
630-08533A(1C)	633-459-10-60-01	809/00110(99)	63-2624	A200	$ 500.00	2
630-08536A(1C)	631-399-22-12-78	809/00110(99)	63-2529	B401	$ 10,000.00	2
630-08536B(1C)	631-399-25-01-78	809/00110(99)	63-2529	B401	$ 10,000.00	2
630-08539A(1C)	631-406-05-01-02	809/00110(99)	63-2624	A200	$ 1,000.00	2
630-08539B(1C)	632-344-14-80-01	809/00110(99)	63-2624	A200	$ 1,000.00	2
630-08540A(1C)	602-370-10-17-01	808/90110(98)	63-2624	A200	$ 3,000.00	2
630-08540B(1C)	603-399-21-20-01	808/90110(98)	63-2624	A200	$ 780.13	2
630-08541A(1C)	630-370-17-01-78	808/90110(98)	63-2529	B401	$ 4,000.00	2
630-08542A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$830,000.00	*

TOTAL FUNDING $1,078,780.13

* $254,589 is provided for CLIN 1 and $575,411 is provided for CLIN 2. Total additional Funds for CLIN 1 are $254,589. Total additional funds for CLIN 2 are $824,191.13. Total additional funding for both CLIN 1 and CLIN 2 is $1,078,780.13.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRAC

1. CONTRACT ID CO			
2. AMENDMENT/MODIFICATION NO. Seven (7)		4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJEC

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICIT

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONT
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 amendment prior to the hour and date specified in the solicitation or a amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ 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 ame YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECI 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, provide 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)*
B/NC: 206 N/A PPC: BX

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 pa office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (Oct

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification incorporates the Performance Evaluation Plan into the contract.

Accordingly,

1. **Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Item L "Perfo Evaluation Plan" is revised as follows:**

"Attachment	Description	Date	No. of Pages
L	Performance Evaluation Plan	12/01/98	27"

–END OF MODIFICATION–

Attachment: Consisting of Attachment L "Performance Evaluation Plan" and containing 27 pages.

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 a

15A. NAME AND TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Typ Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. D MA

SN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

Section 1 - Introduction

I. Summary

Goddard Space Flight Center (GSFC) establ
(SSDOO) in order to meet the new challeng
acquisition, processing, organization, docum
many of NASA's space science missions to t
The SSDOO organization is comprised of th
Physics Data Facility (SPDF), the National S
Orbiting Satellites Project (OSP). The ADF
spaceflight projects and support discipline-s
The NSSDC is NASA's long-term archive.
GSFC's operating space science missions. T
development and operation of mission-speci
dissemination of public data from most NAS
operation of a number of specific, value-add
provides for a full range of support across vi

II. Purpose

The purpose of this Performance Evaluation
periodic evaluation of the Contractor's perfo
the award fee provisions of Contract No. NA
was awarded in accordance with the provisio
consists of two Contract Line Item Numbers
performance based services; CLIN 2 covers
services. This performance evaluation plan

III. Scope

The following topics, among others, are cov

The Contractor shall provide the personnel,
in this contract to support the SSDOO includ
limited to, acquisition, ingestion, manageme
related information as well as developing an
computer systems as defined in the contract.
in accordance with this plan. The PEB will
Attachment III-C of this plan.

Table of Conten

Section 1 - Introduction .....
Summary .....
Purpose .....
Scope .....

Section 2 - Organizational Structure for Award Fee Dete
Fee Determination Official and Board Participants .....
Fee Determination Official (FDO) .....
Performance Evaluation Board (PEB) .....
Contracting Officer's Technical Representative (COTR) .....
Performance Evaluation Coordinators .....
Contracting Officer (CO)/Contract Specialist (CS) .....

Section 3 - Evaluation Requirements .....

Section 4 - Method for Determining Award Fee .....
Fee Determination .....

Section 5 - Changes in Plan Coverage .....
Right to Make Unilateral Changes .....
Steps to Change Plan Coverage .....
Method for Changing Plan Coverage .....

Attachments .....
ATTACHMENT I. PEB Voting Members .....
ATTACHMENT II. Performance Evaluation Element
ATTACHMENT III-A Evaluation Periods and Maximun
ATTACHMENT III-B Performance Evaluation Element
ATTACHMENT III-C Grading Table .....
ATTACHMENT IV. Overview of Performance Evaluat
ATTACHMENT V. General Instructions for Performa
ATTACHMENT VI. General Instructions for the COTF
ATTACHMENT VII. General Instructions for the PEB ..
ATTACHMENT VIII. Applicable Form(s) .....

ng Officer's Technical R

bilities of the COTR are:

ıe PEB Coordinators of t
ınd analyze the Performa
ıe Contract Performance
valuation notebooks for e
and coordinate the PEB
DO correspondence in c

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ɜ Officer (CO)/Contract

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PEB on Cost-Plus-Awa
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PEB meetings as a non-
g all FDO correspondent
person.
ınges to this plan for pre
with Section 5.

Section 2 - Organizational Structure for Award Fee Determ

The following organizational structure is established for administering the award fee
of the contract:

I. Fee Determination Official and Board Participants

A. Fee Determination Official (FDO)

The FDO is the Director of Space Sciences. The FDO may designate an alternate FD
appropriate.

The primary responsibilities of the FDO are:

1) Determining the award fee earned and payable for each evaluation peri
addressed in Section 4.

2) Changing the matters covered in this plan as addressed in Section 5 as
appropriate.

B. Performance Evaluation Board (PEB)

The Chairperson of the PEB and the voting members of the Board are identified on At
Changes to the Board shall require the approval of the FDO.

The Chairperson may recommend the appointment of non-voting members to assist the
performing its functions.

The primary responsibilities of the Board are:

1) Conducting periodic evaluations of Contractor performance and the subı
a recommendation to the FDO covering the Board's findings for each ev
period as addressed in Section 4.

2) Considering changes in this plan and recommending those it determines
appropriate for adoption by the FDO as addressed in Section 5.

Section 3 - Evaluation Requirements

A. The applicable evaluation requirements are attached as indicated below:

Requirement	Attachment
Evaluation Periods and Maximum Available Award Fee	III-A
Performance Evaluation Elements	III-B
Grading Table	III-C

The percentage weights indicated in the Attachment III-C grading table are quantifying devices. Their sole purpose is to provide guidance in arriving at a general assessment of the amount of award fee earned. In no way do they imply an arithmetical precision to any judgmental determination of the Contractor's overall performance and amount of award fee earned.

B. An overview of the evaluation process, instructions to the Coordinators, COTR and PEB are attached as follows:

Item	Attachment
Overview of Performance Evaluation Process	IV
General Instructions for Performance Coordinators	V
General Instructions for the COTR	VI
General Instructions for the PEB	VII

Self-Assessment (if
and other performan

The PEB shall discu
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Following the PEB
summarize the PEB
the FDO's letter to t

The PEB Chairpers
he FDO to present
shall be highlighted.
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Section 4 - Method for Determining Award Fee

I. Fee Determination

A determination of the award fee earned for each evaluation period will be made by the FI within 45 days after the end of the period. The method to be followed in monitoring, eval and assessing Contractor performance during the period, as well as for determining the aw earned or paid, is described below.

1. The PEB Chairperson, in consultation with the COTR, will ensure a Performance Evaluation Coordinator is assigned for each performance evaluation factor or sub-f to be evaluated under the contract. Coordinators will be selected on the basis of the expertise relative to prescribed performance area emphasis. Coordinator assignmer may be changed at any time without advance notice to the Contractor.

2. The PEB Chairperson shall ensure that each Coordinator receives the following:

   a. A copy of this plan along with any changes made in accordance with Section 5.
   b. Appropriate orientation and guidance.
   c. Specific instruction applicable to the Coordinator's assigned performance areas.

3. Coordinators will evaluate and assess Contractor performance and discuss the result the Contractor personnel as appropriate in accordance with the General Instructions Performance Coordinators, Attachment V, and the specific instructions and guidanc furnished by the PEB Chairperson.

4. The COTR shall receive copies of the Coordinator Evaluation Reports and request performance information from other units or personnel normally involved in observi Contractor performance as appropriate. The COTR will be responsible for resolving documenting the background of any differences between a Goddard report and a Contractor report. The COTR will document the Contractor's overall performance o Contract Performance Summary Report in accordance with the General Instructions f the COTR, Attachment VI. All members of the PEB shall receive a copy of the repo with the Coordinators' reports and the Contractor's Self Evaluation Report (when submitted) no later than 48 hours prior to the PEB meeting.

5. Within 14 calendar days after the end of the evaluation period, the Contractor may su a "Self-Evaluation" report to the COTR for consideration by the PEB.

6. Semi-annually, the PEB will meet and perform an in-depth review of the Contractor's

The contract consists of a two-year base period with three additional options of 1 year each. The period of performance of the basic contract is from December 1, 1998, through, November 30, 2000. The period of performance for Option 1 is from December 1, 2000, through, November 30, 2001. The period of performance for Option 2 is from December 1, 2001, through, November 30, 2002. The period of performance for Option 3 is from December 1, 2002, through, November 30, 2003.

The estimated cost of performing Contract Line Item (CLIN) 2 "Cost-Plus-Award-Fee Level-of-Effort" of this contract $6,559,046. The maximum award fee for CLIN 2 of this contract is $458,801. The total estimated cost and maximum award fee for CLIN2 of this contract is $7,017,847.

The estimated cost of performing option 1 is $3,414,890. The maximum award fee for option 1 is $239,384. The total estimated cost and maximum award fee for option 1 is $3,654,274. The estimated cost of performing option 2 is $3,495,751. The maximum award fee for option 2 is $244,703. The total estimated cost and maximum award fee for option 2 is $3,740,454. The estimated cost of performing option 3 is $3,550,766. The maximum award fee for option 3 is $247,843. The total estimated cost and maximum award fee for option 3 is $3,798,609.

The estimated cost and award fee is subject to equitable adjustments arising from changes or other contract modifications.

The award fee payable for each period will be determined unilaterally by the Fee Determination Official (FDO) in accordance with this plan.

Award fee determinations are not subject to the Disputes clause of this contract.

The FDO may unilaterally change the matters in this plan as covered in Section 5 and not otherwise requiring mutual agreement under the contract provided the Contractor receives notice of the changes prior to the beginning of the evaluation period to which the changes apply.

Section 2 - Organizational Structure for Award Fee Determination

The following organizational structure is established for administering the award fee provisions of the contract:

I. Fee Determination Official and Board Participants

A. Fee Determination Official (FDO)

The FDO is the Director of Space Sciences. The FDO may designate an alternate FDO when appropriate.

The primary responsibilities of the FDO are:

1) Determining the award fee earned and payable for each evaluation period as addressed in Section 4.

2) Changing the matters covered in this plan as addressed in Section 5 as appropriate.

B. Performance Evaluation Board (PEB)

The Chairperson of the PEB and the voting members of the Board are identified on Attachment I. Changes to the Board shall require the approval of the FDO.

The Chairperson may recommend the appointment of non-voting members to assist the Board in performing its functions.

The primary responsibilities of the Board are:

1) Conducting periodic evaluations of Contractor performance and the submission of a recommendation to the FDO covering the Board's findings for each evaluation period as addressed in Section 4.

2) Considering changes in this plan and recommending those it determines appropriate for adoption by the FDO as addressed in Section 5.

C. Contracting Officer's Technical Representative (COTR)

The responsibilities of the COTR are:

1) Advise the PEB Coordinators of the schedule for the submission of events.
2) Receive and analyze the Performance Evaluation Coordinators' Reports.
3) Prepare the Contract Performance Summary Report for the PEB.
4) Prepare evaluation notebooks for each of the board members.
5) Schedule and coordinate the PEB and FDO meetings.
6) Prepare FDO correspondence in coordination with the Chair of the PEB.

D. Performance Evaluation Coordinators

The Performance Evaluation Coordinators are identified in Attachment II. Changes to this list shall be at the discretion of the Chairperson of the Board and shall not require the approval of the FDO or revision of this plan.

The primary responsibilities of the Performance Evaluation Coordinators are:

1) Monitoring, evaluating and assessing Contractor performance in assigned areas.
2) Preparing a CPAF Contract Individual Event Report for the PEB (at least semi-annually).
3) Meeting with the appropriate Contractor representative as necessary to assure that there are no misconceptions on the contents of the evaluation reports. Performance Evaluation Coordinators should provide written/verbal feedback throughout the period. Both Government and Contractor personnel are encouraged to identify potential problems as promptly as possible (as opposed to withholding such "bad news" until the end of the period).
4) Be prepared to make presentations to the PEB when necessary.
5) Recommending appropriate changes in this plan for consideration as addressed in Section 5.

E. Contracting Officer (CO)/Contract Specialist (CS)

A CO/CS shall be assigned to each PEB. In addition to other responsibilities, the CO/CS shall:

1) Advise the PEB on Cost-Plus-Award-Fee rating standards, policies and procedures; and ensure the consistent application of Agency policy in these matters.
2) Attend all PEB meetings as a non-voting member; record the findings of the PEB; and assist in preparing all FDO correspondence to the Contractor, in consultation with the COTR and PEB Chairperson.
3) Prepare changes to this plan for presentation to the FDO as directed by the PEB in accordance with Section 5.

Section 3 - Evaluation Requirements

A. The applicable evaluation requirements are attached as indicated below:

Requirement	Attachment
Evaluation Periods and Maximum Available Award Fee	III-A
Performance Evaluation Elements	III-B
Grading Table	III-C

The percentage weights indicated in the Attachment III-C grading table are quantifying devices. Their sole purpose is to provide guidance in arriving at a general assessment of the amount of award fee earned. In no way do they imply an arithmetical precision to any judgmental determination of the Contractor's overall performance and amount of award fee earned.

B. An overview of the evaluation process, instructions to the Coordinators, COTR and PEB are attached as follows:

Item	Attachment
Overview of Performance Evaluation Process	IV
General Instructions for Performance Coordinators	V
General Instructions for the COTR	VI
General Instructions for the PEB	VII

Section 4 - Method for Determining Award Fee

I. Fee Determination

A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned or paid, is described below.

1. The PEB Chairperson, in consultation with the COTR, will ensure a Performance Evaluation Coordinator is assigned for each performance evaluation factor or sub-factor to be evaluated under the contract. Coordinators will be selected on the basis of their expertise relative to prescribed performance area emphasis. Coordinator assignments may be changed at any time without advance notice to the Contractor.

2. The PEB Chairperson shall ensure that each Coordinator receives the following:

   a. A copy of this plan along with any changes made in accordance with Section 5.
   b. Appropriate orientation and guidance.
   c. Specific instruction applicable to the Coordinator's assigned performance areas.

3. Coordinators will evaluate and assess Contractor performance and discuss the results with the Contractor personnel as appropriate in accordance with the General Instructions for Performance Coordinators, Attachment V, and the specific instructions and guidance furnished by the PEB Chairperson.

4. The COTR shall receive copies of the Coordinator Evaluation Reports and request performance information from other units or personnel normally involved in observing Contractor performance as appropriate. The COTR will be responsible for resolving or documenting the background of any differences between a Goddard report and a Contractor report. The COTR will document the Contractor's overall performance on the Contract Performance Summary Report in accordance with the General Instructions for the COTR, Attachment VI. All members of the PEB shall receive a copy of the report with the Coordinators' reports and the Contractor's Self Evaluation Report (when submitted) no later than 48 hours prior to the PEB meeting.

5. Within 14 calendar days after the end of the evaluation period, the Contractor may submit a "Self-Evaluation" report to the COTR for consideration by the PEB.

6. Semi-annually, the PEB will meet and perform an in-depth review of the Contractor's

Self-Assessment (if provided), the Coordinator Evaluation Reports, the COTR's reports, and other performance information, as appropriate.

7. The PEB shall discuss all the performance information it has obtained, summarize its findings, and prepare recommended ratings for the FDO for each of the evaluation categories.

8. Following the PEB meeting, the COTR, under the direction of the PEB Chairperson, will summarize the PEB's findings in a Contract Performance Summary Report and prepare the FDO's letter to the Contractor.

9. The PEB Chairperson, COTR, CO/CS and other personnel as appropriate shall meet with the FDO to present the findings and recommendation of the PEB. Differences, if any, shall be highlighted. The FDO will consider these and any other pertinent information in determining the amount of award fee earned during the period.

Section 5 - Changes in Plan Coverage

I. Right to Make Unilateral Changes

Any matters covered in this plan not otherwise requiring mutual agreement under the contract may be changed unilaterally by the FDO prior to the beginning of an evaluation period by timely notice to the Contractor in writing. The changes will be made via unilateral modifications to this contract.

II. Steps to Change Plan Coverage

The following is a summary of the principal actions involved in changing plan coverage:

Action	Schedule
PEB considers proposed changes	Ongoing
Changes submitted to CO/CS for drafting	Ongoing
FDO reviews and approves changes	Prior to end of each period
Administrative changes	Ongoing *

* Administrative changes shall be at the discretion of the Chairperson and/or Contracting Officer and may be made at any time.

III. Method for Changing Plan Coverage

The method to be followed for changing the plan coverage is described below:

1. Personnel involved in the administration of the award fee provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels, or improving the award fee determination process. Recommended changes should be sent to the COTR or CO/CS for consideration by the PEB. The CO/CS shall draft appropriate changes to the plan as instructed by the PEB.

2. Prior to the end of each evaluation period, the PEB will submit its recommended changes, if any, applicable to the next evaluation period for approval by the FDO with appropriate comments and justification.

3. Before the beginning of each evaluation period, the Contracting Officer will notify the Contractor in writing of any changes to be applied during the next period. If the Contractor is not provided with this notification, or if the notification is not provided before the beginning of the next period, then the existing plan will remain in effect for the next evaluation period, unless the Contractor concurs in writing in making the change effective earlier.

Attachments

ATTACHMENT I. PEB Voting Members

PEB Members are:

Chair:	James L. Green	(Code 630)	Chief, Space Science Data Operations Office
Members:			
	Leigh Anne Giraldi	(Code 216)	Manager, Space Sciences Procurement Office
	Steven J. Kempler	(Code 586)	GSFC DAAC Manager
	Joseph H. King	(Code 633)	Head, National Space Science Data Center & World Data Center A
	Robert E. McGuire	(Code 632)	Head, Space Physics Data Facility
	Ryszard L. Pisarski	(Code 631)	Head, Astrophysics Data Facility

Non-Voting Members:

Mary V. Stevens	(Code 216)	Contracting Officer
Roger Dilling	(Code 630)	Contracting Officer's Technical Representative

ATTACHMENT II: Performance Evaluation Elements and Coordinators

Area Element	Coordinators
Cost Control/Business Management:	*Mary V. Stevens*
Cost Control	CO/CS
Business Management	CO/CS
Financial Reporting	CO/CS
Contract Administration and Compliance	CO/CS
General Business Management	CO/CS
Subcontract Management	COTR/CO
Technical Performance and Program Management:	*RogerL.Dilling*
Astrophysics Activities	Task Originator(s)
Space Physics Activities	Task Originator(s)
Archiving and Information Systems at NSSDC	Task Originator(s)
Orbiting Satellites Project	Task Originator(s)
Year 2000 Compliance	Task Originator(s)
Technical Management	Task Originator(s)

Fee Distribution

Area		% Fee
Cost Control/Business Management		35
Cost Control	25	
Business Management	10	
Technical Performance & Program Management		65
Astrophysics Activities	15	
Space Physics Activities	15	
Archiving and Information Systems at NSSDC	15	
Orbiting Satellites Project	5	
Year 2000 Compliance	5	
Technical Management	10	

The performance elements above will be continuously monitored by the CO, COTR, Coordinators and other appropriate personnel who shall provide written and verbal feedback on a regular basis.

At the end of each evaluation period, the coordinators will provide adequate and timely performance evaluation reports to the COTR to allow for the preparation of a Contract Performance Summary Report for presentation to the PEB.

ATTACHMENT III-A Evaluation Periods and Maximum Available Award Fee

Period Number	Start Date	End Date	Max. Avail. Award Fee
Period 1	December 1, 1998	May 31, 1999	$114,700
Period 2	June 1, 1999	November 30, 1999	$114,700
Period 3	December 1, 1999	May 31, 2000	$114,700
Period 4	June 1, 2000	November 30, 2000	$114,701

Attachment III-B Performance Evaluation Elements

I. Cost Control/Business Management

Cost Control

Overall Cost control shall be evaluated on how well the total actual costs were controlled as compared to total negotiated costs. The analysis of negotiated cost control performance will give consideration to changed support requirements, changed statutory requirements, and/or other changes beyond the Contractor's control which impact contract costs. The evaluation shall consider total costs; however, each cost element shall be analyzed to determine its effect on total costs. These elements include (533 report data versus proposed and projected costs):

i. Comparative analysis of actual contract costs versus negotiated costs as amended to reflect changes in program – explain variance.
ii. Comparative analysis of actual hours and labor rates versus negotiated hours and labor rates – explain variance
iii. Comparative analysis of actual other direct costs (ODCs) versus negotiated ODCs – explain variance
iv. Comparative analysis of actual G&A and overhead rates versus negotiated rates – explain variance.

Business Management

A. Financial Reporting - The Contractor shall be evaluated on the accuracy of 533 reports. This event will also consider the timeliness and adequacy of monthly and semi-annual financial reports.

B. Contract Administration and Compliance - The Contractor shall be evaluated on the overall administration of the contract. This shall include accuracy and timeliness of all reporting requirements, timeliness of proposal submissions, overall compliance of all terms and conditions of the contract, and responsiveness to contract issues.

C. General Business Management - The Contractor will be evaluated on its local and corporate business management. This area will include an evaluation of the Contractor's overall ability and effectiveness in responding to management issues.

D. Subcontract Management - The Contractor shall be evaluated on the overall effectiveness of managing subcontracts. This will include the subcontractor's cost

performance, the business relationship between the prime and sub, and the level of cooperation between the two parties. The Contractor's performance against the Subcontracting Plan incorporated into the contract will also be evaluated. This evaluation will be based on the most recently submitted SF 294 reporting period. Timely submission of the SF 294 will be evaluated. Technical performance of subcontractors will be evaluated under Technical Performance and Program Management.

II. Technical Performance and Program Management

ASTROPHYSICS ACTIVITIES – The Contractor will be evaluated on the following:

A. Innovativeness in support of development of the AMASE prototype including automated procedures to extract metadata from active mission data streams.

B. Effectiveness in developing, maintaining, and operating the XSDC data processing system.

C. Effectiveness in support of Infrared, Submillimeter, and Radio Astrophysics data management including maintenance of the Web site for access to relevant Project Data Management Plans.

D. Effectiveness in support of the Ultraviolet and Optical Data Archive including creation and maintenance of data, software, and information archives.

E. Efficiency in assistance of ASTRO E software development including scientific analysis software, calibration software, and the data processing system.

F. Effectiveness in the technical management of Astrophysics tasks.

SPACE PHYSICS ACTIVITIES – The Contractor will be evaluated on the following:

A. The quality of SSDOO interaction with the science communities: demonstrated innovativeness in design and support of Coordinated Data Analysis Workshops (CDAWs) and distributed collaborative data analysis activities; support of NSSDC role in the operation and further development of the Satellite Situation Center (SSC); assistance of scientific users in the NSSDC capabilities and facilities such as the information system, operational software, and new systems.

B. Supporting new development efforts within SSDOO by providing the "science

perspective." This is especially important for the advanced systems developers.

C. Efficiency in developing and producing value-added products.

D. Innovativeness in supporting magnetospheric modeling and analysis including the development of a new generation of trapped radiation models and appropriate combinations of empirical and theoretical analyses.

E. Efficiency in support of Space Physics Projects including efforts to maintain and upgrade as necessary the Space Physics Data Availability Catalog (both software and database population).

F. Effectiveness in support of Space Physics Data and Information Acquisition and Dissemination including support of data ingest verification and support of data access validation.

G. Effectiveness in the technical management of Space Physics tasks.

ARCHIVING AND INFORMATION SYSTEMS AT NSSDC – The Contractor will be evaluated on the following:

A. Effectiveness in maintaining the System for Information Retrieval and Storage (SIRS) system until its replacement is in place. Effectiveness in supporting the conversion to new information systems.

B. Innovativeness demonstrated in integrating the current NSSDC information and data systems into a unified, effective data management system, and in making accommodations for improving efficiency and hardware/software acquisition, and the ability to stay abreast of current and evolving technologies.

C. Effectiveness in developing and implementing standards for data and information management.

D. Effectiveness in providing support for the NSSDC Standards Office and coordinating with other elements of the Data Center for the use and implementation of standards.

E. Effectiveness in the use of systems engineering techniques, especially Requirements, Design, and Operational Reviews, in the development of information and data systems.

F. Effectiveness in the programmatic and technical management of the Archiving and Information Systems at NSSDC tasks.

ORBITING SATELLITES PROJECT – The Contractor will be evaluated on the following:

A. Innovativeness demonstrated in proposing alternative modes of operation for the Orbiting Satellites Project.

B. Effectiveness in providing systems engineering support for on-going reengineering and automation efforts.

C. Effectivness in the technical management of the Orbiting Satellites Project task.

YEAR 2000 COMPLIANCE – The Contractor will be evaluated on the following:

A. Timely completion of activities related to Year 2000 compliance of mission-critical and non-mission-critical software (custom and Commercial Off-the-Shelf (COTS)), hardware, and systems by the milestone dates.

B. Effectiveness in the programmatic and technical management of the Year 2000 Compliance.

C. Success and effectiveness of transition into Year 2000, including rapid response to Year 2000 problems which may occur, especially for mission critical systems and services.

TECHNICAL MANAGEMENT – The Contractor will be evaluated on the following:

A. Effectiveness in performing all necessary functions to manage Raytheon STX (RSTX) contract staff supporting the SSDOO.

B. Adherence to the requirement for periodic meetings between the RSTX management team and the SSDOO management team to discuss significant events, and contract highlights, as well as the resolution of contract issues and concerns.

ATTACHMENT III-C Grading Table

Adjectival Rating	***Range of Performance Points***	***Description***
Excellent	100-91	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	90-81	Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good	80-71	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	70-61	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/ Unsatisfactory	60-0	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

Any factor/subfactor receiving a grade of poor/unsatisfactory (less than 61) will be assigned zero performance points for purposes of calculating the award fee amount. The Contractor will not be paid any award fee when the total award fee score is "Poor/Unsatisfactory" (less than 61).

In order to earn a total overall rating of "Excellent", the contract must be under contract cost, on or ahead of schedule for those tasks tied to a schedule, and be rated excellent for Technical Performance.

ATTACHMENT IV

Overview of Performance Evaluation Process

1. Coordinators should meet with Contractor representatives responsible for the factor being evaluated on at least a quarterly basis to review the Coordinator Evaluation Report, discuss performance issues and provide the Contractor with insight into their performance.

2. At the end of each evaluation period, the Contractor's representatives may submit a report of accomplishments to the Coordinator. The report must be submitted within 14 calendar days of the period ending to be considered by the Coordinators in their evaluations.

3. The Coordinator completes the Coordinator Evaluation Report for the evaluation period and hand-delivers the report to the COTR within 21 calendar days of the end of the performance period. Written narratives shall be provided to substantiate the coordinator's scores.

4. The COTR completes the contract performance summary report based on the Coordinator Evaluation Reports. The COTR shall include an evaluation of "cross functional coordination." Cross-functional coordination will consider the Contractors efficiency and effectiveness in balancing priorities between the relevant factors. The report shall be forwarded to the PEB within 30 calendar days of the end of the performance period.

5. The PEB shall meet with the COTR or alternate and the CO/CS to review the Contract Performance Report, consider the integrated performance of the Contractor and develop a recommendation for the FDO.

6. Performance will be evaluated based on a score of 0 to 100 points in accordance with the definitions in Attachment III-C.)

ATTACHMENT V. General Instructions for Performance Coordinators

PROCESS FOR PERFORMING EVALUATIONS

1. Coordinator discussions with Contractor personnel are not to be used as an attempt to instruct, to direct, to supervise, or to control such personnel in the performance of the contract. The role of the Coordinator is to monitor, assess, and evaluate, not to manage the Contractor's effort.

2. Prior to each evaluation period, verify the performance criteria related to the factor being evaluated. Assure that the definitions for each criterion are appropriate for the factor and descriptive of the expected performance. The criteria and definitions must be in line with the requirements and deliverables as described in the applicable sections of the statement of work. Weighting factors should be assigned to indicate the Government's program priorities. The higher the weighting, the more important the performance area or criteria and the more effect it has on the total performance score.

3. Coordinators shall prepare Evaluation Reports as necessary to document performance. This shall be done as a minimum on a semi-annual basis. Coordinators should review the Contractor's performance with the appropriate Contractor representative.

4. Review the draft Coordinator Evaluation Report form with the COTR.

5. Continuously evaluate the performance of the Contractor related to the evaluation factor and criteria assigned to the factor. Continuous Improvement (CI) should always be considered when evaluating the Contractor. Improvements in the combined efficiency and effectiveness of the programs and activities are an ongoing goal. Customer surveys should be considered, where available, in the evaluation of customer satisfaction (recognize that there are multiple levels of customers).

6. Meet as necessary with the Contractor representative to discuss the status of performance.

7. Finalize the Coordinator Evaluation Report within 21 calendar days after the end of the performance period. Steps for finalizing the report are as follows:

   a. Assess the Contractor's performance in the related factor.
   b. Written narratives must be provided to substantiate the coordinator's scores.
   c. Provide written discussion of any additional information that you feel is appropriate.
   d. Hand deliver the Coordinator Evaluation Report to the COTR, including any Contractor reports of accomplishments.

Additional Guidance and Requirements for the Coordinators

a. Coordinators should plan and carry out on-site assessment visits periodically.

b. Coordinators will conduct all assessments in an open, objective, and cooperative spirit so that a fair and accurate evaluation is obtained. This will ensure that the Contractor receives accurate and complete information from which to plan improvements in performance. Positive performance accomplishments must be emphasized just as readily as negative ones.

c. The Coordinator will discuss the assessment with Contractor personnel, as appropriate, noting any observed accomplishments and/or deficiencies. This affords the Contractor an opportunity to clarify possible misunderstandings regarding areas of poor performance and to correct or resolve deficiencies.

d. Coordinators must remember that contacts and visits with Contractor personnel are to be accomplished within the context of official contractual relationships. Coordinators will avoid any activity or association that might cause, or give the appearance of, a conflict of interest.

ATTACHMENT VI. General Instructions for the COTR

PROCESS FOR PERFORMING EVALUATIONS

1. The COTR will provide support and direction to the Evaluation Coordinators.

2. The COTR will review the draft Coordinator Evaluation Report forms with the Coordinators and assure that the appropriate Contractor representatives have been apprised of the results.

3. Concerns and issues will be resolved or forwarded to the CO/CS.

4. The COTR will continually assess the performance of the Contractor and will verify that the Coordinators are aware of their responsibilities. Continuous Improvement (CI) and quality should always be considered when evaluating the Contractor. Improvements in the combined efficiency and effectiveness of the programs and activities are an ongoing goal. Customer surveys should be considered, where available, in the evaluation of customer satisfaction (recognize that there are multiple levels of customers).

5. The COTR will consolidate the Coordinator Evaluation Report scores on the Contract Performance Summary Report.

6. The COTR shall provide written documentation supporting or contesting all scores on the Coordinator's reports.

7. The COTR will forward his summary, including the Coordinator reports, to the PEB Chair within 30 calendar days of the end of the evaluation period.

ATTACHMENT VII. General Instructions for the PEB

PROCESS FOR PERFORMING EVALUATIONS

1. The PEB shall meet within 35 calendar days of the end of the evaluation period to review the COTR's submission and develop a recommendation for the FDO.
2. The PEB Chairperson, COTR and other personnel as appropriate shall meet with the FDO within 40 calendar days of the end of the evaluation period.
3. The PEB should consider the overall performance of the Contractor. The purpose of the award fee is to reward the Contractor for performing beyond the minimum requirements of the contract.

ATTACHMENT VIII

APPLICABLE FORM(S)

CPAF CONTRACT INDIVIDUAL EVENT REPORT
SSDOO/NSSDC Contract
Code 630

Contract No. NAS5-98156	Contractor Raytheon STX Corporation	Task Order No.
Performance Evaluation Category/Area		Date(s) of Event Reported
Title of Task		
Was Contractor Notified? ☐ Yes ☐ No	By Whom?	When?

DESCRIPTION OF EVENT

Numerical Score	Signature of Event Coordinator	Date

COTR's ASSESSMENT

Numerical Score	Signature of COTR	Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Eight (8)		N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 1 (from December 1, 1998 through May 31, 1999).

The Government has determined that an award fee of $101, 682 (89% of the available award fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED July 9, 1999

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

	From	By	To
Estimated Cost	$6,559,046	$ 0	$6,559,046
Award Fee Earned	$ 0	$101,682	$ 101,682
Remaining Available Award Fee	$ 458,801	($114,700)	$ 344,101
Total CPAF	$7,017,847	($ 13,018)	$7,004,829

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

   "The Contractor can earn award fee from a minimum of zero dollars to the maximum of $445,783 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $101,682 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Nine (9)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2—CHANGES—COST REIMBURSEMENT (AUG 1987)—ALTERNATE I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises Table A1 titled "Computer Hardware List for Performance Based Part of Contract".

(See Page 2 of 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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Linda A. Beilstein, Contracts Manager	Mary V. Stevens Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Linda A. Beilstein (Signature of person authorized to sign)	7/21/99	BY Mary V. Stevens (Signature of Contracting Officer)	JUL 26 1999

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Item A "Statement of Work", Table A1 titled "Computer Hardware List for Performance Based Part of Contract" is hereby deleted in its entirety and replaced with the revised Table A1 titled "Computer Hardware List for Performance Based Part of Contract" and dated June 4, 1999.

2. In accordance with paragraph (e) of the Changes clause, the parties hereby agree that the estimated cost of this contract is not increased or decreased by this modification.

3. This modification is hereby agreed to by both parties. The Contractor hereby releases the Government from any and all liability for further adjustments to this contract as a result of the changes specified within this supplemental agreement.

END OF MODIFICATION

Attachment: Consisting of 3 pages and containing Table A1 titled "Computer Hardware List for Performance Based Part of Contract" dated June 4, 1999

Table A1 (6/4/1999)
Computer Hardware List for
Performance Based Part of Contract

		Availability Weights
BORNEO -	DEC 3000/600 Workstation, Serial # NI44500RP1	1
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	1 – DEC RZ26 1 GB Disk Drive	
	1 – Conner 4 GB Disk Drive	
	1 – Python 28388 4 mm Tape Drive	
	1 – DEC TZ88 DLT Tape Drive	
		1
NDADSA -	Alpha 1000A, Serial # N1623031H5	5
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	DEC TL822 DLT Jukebox	5
	8 – Andataco 9 GB Disk Drives	0.25 ea = 2
	2 – DEC RZ28 2 GB Disk Drives	0.5 ea = 1
	2 – DEC RZ29 4 GB Disk Drives	0.5 ea = 1
		14
NDADSB -	Alpha 1000A, Serial # NI62202D7N	4
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	Falcon #5-4/9000B-WDE4 4X9 GB Disk Tower	2
	1 – DirectTech 15150-1 4 GB Disk Drive	1
	1 – Seagate ST410800N 9 GB Disk Drive	1
	1 – Sylvest SY/T1400ES-DEC 8 mm Tape Drives	1
	1 – Andataco DLT Tape Drive	2
	3 – DEC RZ28 2 GB Disk Drives	1 ea = 3
		14

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Attachment

NDADSC -	Alpha 2100A, Serial # N151600VUG		4
	512 MB Memory		
Peripherals:	DEC CD-ROM		
	8 – Andataco 9 GB Disk Drives	0.25 ea =	2
	1 – DEC TLZ7L-DA 4 mm Tape Drive		1
	1 – DEC TLZ9L-DA 4 mm Tape Drive		1
	6 – DEC RZ29 4 GB Disk Drives	0.5 ea =	3
	1 – DEC RZ28 2 GB Disk Drive		1
	1 – Andataco DLT Tape Drive		2
	1 – Micropolis 1991-27MZ 9GB Disk Drive		1
			15

NDADSD -	VAX 6410, Serial # AG01512716		2
	128 MB Memory		
Peripherals:	2 – Cygnet Jukeboxes with		
	4 Sony WDD600-01 Disk Drives and	1 ea =	4
	4 Sony WDD610-01 Controllers	1 ea =	4
	1 – Standalone Sony WDD600-01 Disk Drive		1
	1 – Standalone Sony WDD610-01 Controller		1
	3 – DEC TA81-AA 9-Track Tape Drives	.25 ea =	.75
	1 – DEC TA79-BF 9-Track Tape Drive		.25
	1 – DEC TU79-AF 9-Track Tape Drive		.25
	1 – DEC TA78-AA 9-Track Tape Drive		.25
	2 – DEC RA90 Disk Drives	0.5 ea =	1
	2 – DEC RA92 Disk Drives	0.75 ea =	1.5
			16

NDADSE -	SUN UltraSPARC E3000, Serial # 729F0BE6		2
Peripherals:	1 – Toshiba XM-5401 CD-ROM		
	1 – ATL DLT 4000 Jukebox		2
	2 – Seagate ST34271W Disk Drives		
	4 – Seagate ST410800W Disk Drives		
	1 – Python 4 mm Tape Drive		
	1 – Exabyte 8505 8 mm Tape Drive		
	1 – SUN DLT Tape Drive		
	1 TB Magnetic Disk Storage		6
			10

NDADSF -	StorageWorks HS241, Serial # NI63915200		2
Peripherals:	40 – DEC RZ29 4 GB Disk Drives	0.2 ea =	8
	(Use 3 each for spares)		10

NDADSX1 - SUN Ultra 2, Serial # 816FCFBF		1
256 MB Memory		
Peripherals: 2 – Seagate ST34271W Disk Drives		
1 – Python 4 mm Tape Drive		
1 – Micropolis 1991-27MZ 9GB Disk Drive		
		1
NDADSX2 - SUN Ultra 2, Serial # 816FC1B2		1
256 MB Memory		
Peripherals: 2 – Seagate ST34271W Disk Drives		
1 – HP 4 mm Tape Drive		
		1
NCFMRB - Alpha 1000A, Serial # NI6211029MZ		2
128 MB Memory		
Peripherals: DEC CD-ROM		
1 – Falcon ST410800WD 4X9 GB Disk Tower		2
1 – Exabyte 8 mm Tape Drive		0.5
1 – Winchester FLASHDAT 8 mm Tape Drive		0.5
1 – Sylvest SY/T4000ES-DEC 4 mm Tape Stacker		0.5
1 – Sylvest SY/T1600ES-DEC 4 mm Tape Drive		0.5
1 – DEC TKZ61-AC 3480/3490 Cartridge Drive		5
2 – Kennedy M4 9914R 9-Track Drives	0.5 ea =	1
1 – Quantum TH5EA-EA DLT Tape Drive Stacker		1
1 – Andataco DLT Tape Drive		1
2 – DEC RZ28 2 GB Disk Drives	0.5 ea =	1
		15
NCFMRS - VAXStation 4000, Serial # AB31502XCV		1
16 MB Memory		
Peripherals: 1 – Seagate ST41200N 2 GB Disk Drive		
1 – Kennedy 9914D 9-Track Tape Drive		
1 – Kennedy 9100 7-Track Tape Drive		
1 – Kennedy 9219 Formatter		
1 – Winchester FLASHDAT 8 mm Tape Drive		
		1
NCFMR - MicroVAX II, Serial # WF90311629		1
13 MB Memory		
Peripherals: 1 – Optimum 1000M Optical Disk Drive		
1 – Alphatronix INSPIRE Optical Disk Drive		
		1
NCFVCS - MicroVAX 3400, Serial # WF01535182		1
12 MB Memory		
Peripherals: 3 – DEC RF30 Disk Drives		
		1

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Modification 9
Attachment

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Ten (10)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

8. NAME AND ADDRESS OF CONTRACTOR
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Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

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NAS5-98156

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12/01/98

CODE:	FACILITY CODE:

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
B/NC: 206 **See Page 2 of 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED July 23, 1999

Accordingly,

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$1,108,052.00	$362,374.00	$1,470,426.00
Incentive Fee	$ 147,337.00	$ 43,421.00	$ 190,758.00
Total CPIF	$1,255,389.00	$405,795.00	$1,661,184.00

The period of allotment is extended through 09/14/99 in accordance with Raytheon STX E-Mail message dated 07/16/99.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$3,194,088.00	$452,582.00	$3,646,670.00
Award Fee	$ 227,847.13	$ 31,466.00	$ 259,313.13
Total CPAF	$3,421,935.13	$484,048.00	$3,905,983.13

The period of allotment is extended through 09/14/99 in accordance with Raytheon STX E-Mail message dated 07/16/99.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-08547B(1C)	633-344-17-38-01	809/00110(99)	63-2624	A200	$ 500.00	2
630-08550A(1C)	695-344-13-90-01	809/00110(99)	63-2624	A200	$ 500.00	2
630-08558A(1C)	902-428-83-01-03	809/00110(99)	63-2624	A200	$ 2,500.00	2
630-08560A(1C)	633-615-33-01-01	809/00110(99)	63-2624	A200	$ 500.00	1
630-08561A(1C)	631-212-65-20-78	809/00110(99)	63-2529	B401	$ 1,052.00	1
630-08561A(1C)	631-212-65-20-78	809/00110(99)	63-2529	B401	$ 18,948.00	2
630-08562A(1C)	630-212-65-23-01	809/00110(99)	63-2624	A200	$ 20,300.00	2
630-08563A(1C)	632-344-14-80-78	809/00110(99)	63-2529	B401	$ 1,000.00	1
630-08563A(1C)	632-344-14-80-78	809/00110(99)	63-2529	B401	$ 55,800.00	2
630-08564A(1C)	633-212-65-21-01	809/00110(99)	63-2624	A200	$ 39,000.00	2
630-08565A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$314,500.00	1
630-08565A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$285,500.00	2
630-08566A(1C)	710-295-01-01-03	809/00110(99)	71-2624	A200	$ 1,000.00	2
630-08570A(1C)	680-370-05-10-01	809/00110(99)	63-2624	A200	$ 10,000.00	2
630-08571A(1C)	631-399-22-12-78	809/00110(99)	63-2529	B401	$ 3,543.00	1
630-08576A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 50,000.00	2
630-08577A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 85,200.00	1

TOTAL FUNDING $889,843.00

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Eleven (11)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification deletes Clause C.4 "Task Ordering Procedure (Applicable to CLIN 2)" and replaces it with "Task Assignments and Reports (Applicable to CLIN 2)".

Accordingly,

1. Delete: Clause C.4 "Task Ordering Procedure (Applicable to CLIN 2)"

   Add: Clause C.4 "Task Assignments and Reports (Applicable to CLIN 2)"

2. The parties hereby agree that the due date for the Contractor Task Report for any task issued in July, 1999 shall be no later than September 15, 1999.

3. The parties hereby agree that this modification shall not result in an increase to the estimated cost or fees of the contract.

END OF MODIFICAITON

Attachment: Clause C.4 "Task Assignments and Reports (Applicable to CLIN 2)" consisting of one (1) page.

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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Linda A. Beilstein, Contracts Manager	Mary V. Stevens Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Linda A. Beilstein (Signature of person authorized to sign)	07/27/99	BY Mary V. Stevens (Signature of Contracting Officer)	JUL 30 1999

C.4 TASK ASSIGNMENTS AND REPORTS (Applicable to CLIN 2)

Task and sub-task assignments will be issued unilaterally by the Contracting Officer to the Contractor designating the task to be performed, the schedule of performance, and any materials, travel, etc., known to be required. Such assignments will be issued on GSFC Form 18-45 titled "Task Assignment" numbered consecutively. The Contracting Officer may amend task assignments at any time by providing written notification to the Contractor.

The Contractor shall submit, for each task assignment issued, a one-time Contractor Task Report except as set forth below. The task report is the Contractor's resources plan for accomplishing the work described in each task/sub-task assignment and will be submitted concurrently with the next Monthly Report called for by this contract. Changes in the estimated cost by more than 10% (plus or minus) of task assignments for which a task report has been submitted will require a revised task report with explanatory notes.

The task report shall be the Contractor's overall estimate for the completion of the Task Assignment and shall include the following:

1. Date of commencement of work.

2. Direct Labor Hours (both straight time and overtime) by month by labor category.

3. Detailed travel and material estimates.

4. Any subcontract effort including direct labor hours by month.

5. Other pertinent cost information, interdivisional purchases, consultants, etc.

6. Estimated Computer use time required.

(End of Text)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twelve (12)		N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises the Performance Evaluation Plan.

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)	
LINDA A. BEILSTEIN CONTRACTS MANAGER		Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR Linda A. Beilstein (Signature of person authorized to sign)	**15C. DATE SIGNED** 8/27/99	**16B. UNITED STATES OF AMERICA** BY Mary V. Stevens (Signature of Contracting Officer)	**16C. DATE SIGNED** 9/13/99

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Item L "Performance Evaluation Plan" is revised as follows:

   Delete:

"Attachment	Description	Date	No. of Pages
L	Performance Evaluation Plan	12/01/98	27"

   Add:

"Attachment	Description	Date	No. of Pages
L	Performance Evaluation Plan	06/01/99	28"

2. The parties hereby agree that these changes are effective for the evaluation period beginning June 1, 1999.

--END OF MODIFICATION—

Attachment: Consisting of Attachment L "Performance Evaluation Plan" dated June 1, 1999 and containing 28 pages. (Note that the changes are indicated by change bars in the margin.)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirteen (13)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE: —	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED September 15, 1999

Accordingly,

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$1,470,426.00	$359,542.00	$1,829,968.00
Incentive Fee	$ 190,758.00	$ 43,080.00	$ 233,838.00
Total CPIF	$1,661,184.00	$402,622.00	$2,063,806.00

The period of allotment is extended through 11/10/99 in accordance with Raytheon STX E-Mail message dated 09/15/99.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$3,646,670.00	$567,808.00	$4,214,478.00
Award Fee	$ 259,313.13	$ 39,470.00	$ 298,783.13
Total CPAF	$3,905,983.13	$607,278.00	$4,513,261.13

The period of allotment is extended through 11/10/99 in accordance with Raytheon STX E-Mail message dated 09/15/99.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
602-08271A(1C)	633-370-20-03-78	809/00110(99)	63-2529	B401	$ 15,000.00	2
630-08273A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$600,000.00	*
602-08274A(1C)	633-332-17-10-02	809/00110(99)	63-2624	A200	$250,000.00	2
602-08275A(1C)	632-370-03-00-78	809/00110(99)	63-2529	B401	$ 6,122.00	1
602-08276A(1C)	631-399-22-12-78	809/00110(99)	63-2529	B401	$125,000.00	2
603-08371A(1C)	453-665-45-11-79	808/90110(98)	60-2572	B501	$ 13,778.00	2

TOTAL FUNDING $1,009,900.00

*PCN 630-08273 obligates $396,500 to CLIN 1 and $203,500 to CLIN 2 for a total obligation of $600,000.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fourteen (14)	See Block 16c	N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392	9B. DATED *(SEE ITEM 11)*:
	10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause G.14 "Contract Fee Structure"

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of incentive fee earned during Incentive Fee Period 1 (from December 1, 1998 through May 31, 1999).

The Government has determined that an incentive fee of $98,782.90 (97.62% of the available incentive fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 10/8/99

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" as follows:

	From	By	To
Estimated Cost	$6,032,677.00	$ 0.00	$6,032,677.00
Technical Incentive Fee Earned	$ 0.00	$ 98,782.90	$ 98,782.90
Remaining Available Technical Incentive Fee	$ 361,694.50	($101,191.25)	$ 260,503.25
Target Cost Incentive Fee	$ 361,694.50	$ 0.00	$ 361,694.50
Total CPIF	$6,756,066.00	($ 2,408.35)	$6,753,657.65

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifteen (15)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H.11 "Key Personnel and Facilities (18-52.235-71) (MAR 1989)"

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises the key personnel assigned to the Lead Computer Systems Analyst (P3) and Lead Data/Information Systems Analyst (P4) positions.

Accordingly,

1. Clause H.11 "Key Personnel and Facilities (1852.235-71) (MAR 1989) is revised as follows:

Position	Delete	Replace
P3 "Lead Computer Systems Analyst"	[redacted]	
P4 "Lead Data/Information Systems Analyst"		

2. All other terms and conditions are unchanged.

(END OF MODIFICATION)

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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
LINDA A. BEILSTEIN CONTRACTS MANAGER	Mary V. Stevens Contracting Officer
15B. CONTRACTOR/OFFEROR Linda A Beilstein (Signature of person authorized to sign)	15C. DATE SIGNED 10/28/99
16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED NOV 2 1999

NSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Sixteen (16)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **See Page 2 of 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 11/10/99

Accordingly,

1. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$1,829,968.00	$318,639.00	$2,148,607.00
Incentive Fee	$ 233,838.00	$ 38,180.00	$ 272,018.00
Total CPIF	$2,063,806.00	$356,819.00	$2,420,625.00

The period of allotment is extended through 01/10/00 in accordance with Raytheon STX E-Mail message dated 11/09/99.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$4,214,478.00	$699,053.00	$4,913,531.00
Award Fee	$ 298,783.13	$ 48,597.00	$ 347,380.13
Total CPAF	$4,513,261.13	$747,650.00	$5,260,911.13

The period of allotment is extended through 01/10/00 in accordance with Raytheon STX E-Mail message dated 11/09/99.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
602-08270A(1C)	630-282-32-04-01	809/00112(99)	63-2624	A200	$ 650.00	2
602-08277A(1C)	631-440-05-97-78	809/00110(99)	63-2529	B401	$ 33,819.00	1
602-08278A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 30,000.00	1
910-62001-001A(1C)	910-665-14-01-78	809/00110(99)	91-2529	B409	$ 30,000.00	2
630-57584A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$1,000,000.00	*
630-57585A(1C)	633-274-32-99-01	809/00110(99)	63-2624	A200	$ 10,000.00	2

TOTAL FUNDING $1,104,469.00

*PCN 630-57584 obligates $293,000.00 to CLIN 1 and $707,000.00 to CLIN 2 for a total obligation of $1,000,000.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 3

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Seventeen (17)		N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2—CHANGES—COST REIMBURSEMENT (AUG 1987)—ALTERNATE I (APR 1984) and Clause G.14—CONTRACT FEE STRUCTURE
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises Attachment A "Statement of Work", Table A.1 "Computer Hardware List for Performance Based Part of Contract", and Attachment G "Technical Incentive Fee Computation".

See Pages 2 and 3

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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
LINDA A. BEILSTEIN CONTRACTS MANAGER	Mary V. Stevens Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Linda A. Beilstein (Signature of person authorized to sign)	1/31/00	BY Mary V. Stevens (Signature of Contracting Officer)	JAN 31 2000

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment A "Statement of Work" is revised as follows:

Delete:

"Attachment	Description	Date	No. of Pages
A	Statement of Work	05/19/98	41"

Add:

"Attachment	Description	Date	No. of Pages
A	Statement of Work	01/01/00	46"

2. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Item A "Statement of Work", Table A1 titled "Computer Hardware List for Performance Based Part of Contract" is hereby deleted in its entirety and replaced with the revised Table A1 titled "Computer Hardware List for Performance Based Part of Contract" and dated January 13, 2000.

3. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment E "Reserved" is revised as follows:

Delete:

"Attachment	Description	Date	No. of Pages
E	Reserved"		

Add:

"Attachment	Description	Date	No. of Pages
E	Data Backup Exemption Letters	01/07/00	5"

4. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment G "Technical Incentive Fee Computation" is revised as follows:

Delete:

"Attachment	Description	Date	No. of Pages
G	Technical Incentive Fee Computation	05/19/98	3"

Add:

"Attachment	Description	Date	No. of Pages
G	Technical Incentive Fee Computation	01/01/00	5"

5. The parties hereby agree that these changes are effective January 01, 2000. The metrics in effect prior to this modification will be used to evaluate the Contractor's performance during the month of December 1999.

6. The parties hereby agree that the estimated cost of this contract is not increased as a result of this modification.

7. This modification is hereby agreed to by both parties. The Contractor hereby releases the Government from any and all liability for further adjustments to this contract as a result of the changes specified within this supplemental agreement.

--END OF MODIFICATION—

Attachments: (a) Consisting of Contract Attachment A "Statement of Work" dated January 1, 2000 and containing 46 pages.

(b) Consisting of Contract Attachment A "Statement of Work", Schedule A, Table A1 "Computer Hardware List for Performance Based Part of Contract" dated January 13, 2000 and containing 3 pages.

(c) Consisting of Contract Attachment E "Data Backup Exemption Letters" dated January 7, 2000 and containing 5 pages.

(d) Consisting of Contract Attachment G "Technical Incentive Fee Computation" dated January 1, 2000 and containing 5 pages.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Eighteen (18)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **See Page 2 of 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 01/11/00

Accordingly,

1. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$2,148,607.00	$261,649.00	$2,410,256.00
Incentive Fee	$ 272,018.00	$ 31,351.00	$ 303,369.00
Total CPIF	$2,420,625.00	$293,000.00	$2,713,625.00

The period of allotment is extended through 02/04/00 in accordance with Raytheon STX E-Mail message dated 01/10/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$4,913,531.00	$818,567.00	$5,732,098.00
Award Fee	$ 347,380.13	$ 56,905.50	$ 404,285.50
Total CPAF	$5,260,911.13	$875,472.50	$6,136,383.63

The period of allotment is extended through 02/04/00 in accordance with Raytheon STX E-Mail message dated 01/10/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57068A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$ 756,000.00	*
630-57603A(1C)	633-216-03-01-01	809/00110(99)	63-2624	A200	$ 112,846.00	2
630-57603B(1C)	633-216-20-01-01	809/00110(99)	63-2624	A200	$ 122,021.00	2
630-57603C(1C)	633-216-20-03-01	809/00110(99)	63-2624	A200	$ 2,000.00	1
630-57606A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 73,000.00	**
970-63802A(1C)	976-622-81-99-01	800/10110(00)	97-2590	A501	$ 500.00	2
630-57587A(1C)	631-399-22-12-01	809/00110(99)	63-2624	A200	$ 31,612.00	2
630-57589A(1C)	633-274-31-99-01	809/00110(99)	63-2624	A200	$ 2,125.00	2
630-57588A(1C)	630-212-65-23-01	809/00110(99)	63-2624	A200	$ 396.00	2
630-57588B(1C)	633-212-65-21-01	809/00110(99)	63-2624	A200	$ 1,000.00	2
630-57592A(1C)	633-332-17-10-01	809/00110(99)	63-2624	A200	$ 2,841.50	2
630-57593A(1C)	631-632-70-08-01	809/00110(99)	63-2624	A200	$ 10,000.00	2
630-57605B(1C)	633-216-20-03-01	809/00110(99)	63-2624	A200	$ 900.00	2
630-57605D(1C)	631-632-70-08-01	809/00110(99)	63-2624	A200	$ 12,950.00	2
630-57607A(1C)	631-212-65-20-78	809/00110(99)	63-2529	B401	$ 3,134.00	2
630-57607B(1C)	632-370-03-00-78	809/00110(99)	63-2529	B401	$ 37,147.00	2

TOTAL FUNDING $1,168,472.50

*PCN 630-57068 obligates $263,000.00 to CLIN 1 and $493,000.00 to CLIN 2 for a total obligation of $756,000.

** PCN 630-57606 obligates $28,000.00 to CLIN 1 and $45,000.00 to CLIN 2 for a total obligation of $73,000.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Nineteen (19)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises Table A1 "Computer Hardware List for Performance Based Part of Contract", revises Attachment D "Small Business Subcontracting Plan", corrects an administrative error in the accounting and appropriation data in modification 18, and corrects an administrative error in Metric M44.

(Continued)

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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
LINDA A. BEILSTEIN CONTRACTS MANAGER		Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR Linda A. Beilstein (Signature of person authorized to sign)	15C. DATE SIGNED 2/16/00	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED FEB 17 2000

NSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Item A "Statement of Work", Table A1 titled "Computer Hardware List for Performance Based Part of Contract" is hereby deleted in its entirety and replaced with the revised Table A1 titled "Computer Hardware List for Performance Based Part of Contract" and dated January 21, 2000.

2. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment D "Small Business Subcontracting Plan" is revised as follows:

   Delete:

"Attachment	Description	Date	No. of Pages
D	Small Business Subcontracting Plan	08/13/98	10"

   Replace:

"Attachment	Description	Date	No. of Pages
D	Small Business Subcontracting Plan	11/04/99	10"

3. The Accounting and Appropriation data contained in modification 18 is hereby corrected as follows:

   Delete:

"PCN	JON	APP	OC	BLI	AMT	CLIN
630-57068A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$ 756,000.00	*"

   Replace:

"PCN	JON	APP	OC	BLI	AMT	CLIN
630-57608A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$ 756,000.00	*"

4. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment A "Statement of Work", Metric M44 is hereby corrected as follows:

Delete:

"M44 (100) For the CCB ARs related to PBC activities, perform the assigned subtask (or entire task if of short duration) according to the following metric. Subtasks typically include (1) the analysis, implementation plan and list of affected CIs;+ (2) engineering requirements development; (3) design review; (4) test readiness review; and (5) acceptance review and final delivery. All deliveries will be in accordance with the CCB AR process.

- Delivery is made before 95% of the scheduled work days elapse - outstanding
- Delivery is made by close of business on the due date, or after 95% but before 105% of the scheduled work days elapse - passing
- Delivery is made after the due date by more than more than 5% of the scheduled work days – failing"

Replace:

"M44 (100) For the CCB ARs related to PBC activities, perform the assigned subtask (or entire task if of short duration) according to the following metric. Subtasks typically include (1) the analysis, implementation plan and list of affected CIs; (2) engineering requirements development; (3) design review; (4) test readiness review; and (5) acceptance review and final delivery. All deliveries will be in accordance with the CCB AR process.

- Delivery is made before 95% of the scheduled work days elapse - outstanding
- Delivery is made by close of business on the due date, or after 95% but before 105% of the scheduled work days elapse - passing
- Delivery is made after the due date by more than more than 5% of the scheduled work days – failing"

5. The parties hereby agree that this modification shall not result in an increase to the estimated cost or fees of this contract.

--END OF MODIFICATION—

Attachments: (1) Consisting of Contract Attachment A "Statement of Work", Schedule A, Table A1 "Computer Hardware List for Performance Based Part of Contract" dated January 21, 2000 and containing 3 pages.

(2) Consisting of Contract Attachment D "Small Business Subcontracting Plan" dated November 4, 1999 and containing 10 pages.

NAS5-98156
Modification 19
Attachment (1)

Consisting of Contract Attachment A "Statement of Work", Schedule A, Table A1 "Computer Hardware List for Performance Based Part of Contract" dated January 21, 2000 and containing 3 pages

Table A1 (1/21/2000)

Computer Hardware List for
Performance Based Part of Contract

		Weights
BORNEO -	DEC 3000/600 Workstation, Serial # NI44500RP1	1
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	1 – DEC RZ26 1 GB Disk Drive	
	1 – Conner 4 GB Disk Drive	
	1 – Python 28388 4 mm Tape Drive	
	1 – DEC TZ88 DLT Tape Drive	—
		1
NDADSA -	Alpha 1000A, Serial # N1623031H5	5
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	DEC TL822 DLT Jukebox	5
	8 – Andataco 9 GB Disk Drives	0.25 ea = 2
	2 – DEC RZ28 2 GB Disk Drives	0.5 ea = 1
	2 – DEC RZ29 4 GB Disk Drives	0.5 ea = 1
		14
NDADSB -	Alpha 1000A, Serial # NI62202D7N	4
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	Falcon #5-4/9000B-WDE4 4X9 GB Disk Tower	2
	1 – DirectTech 15150-1 4 GB Disk Drive	1
	1 – Seagate ST410800N 9 GB Disk Drive	1
	1 – Sylvest SY/T1400ES-DEC 8 mm Tape Drives	1
	1 – Andataco DLT Tape Drive	2
	3 – DEC RZ28 2 GB Disk Drives	1 ea = 3
		14

NDADSC -	Alpha 2100A, Serial # N151600VUG		4
	512 MB Memory		
Peripherals:	DEC CD-ROM		
	8 – Andataco 9 GB Disk Drives	0.25 ea =	2
	1 – DEC TLZ7L-DA 4 mm Tape Drive		1
	1 – DEC TLZ9L-DA 4 mm Tape Drive		1
	6 – DEC RZ29 4 GB Disk Drives	0.5 ea =	3
	1 – DEC RZ28 2 GB Disk Drive		1
	1 – Andataco DLT Tape Drive		2
	1 – Micropolis 1991-27MZ 9GB Disk Drive		1
			15
NDADSD -	VAX 6410, Serial # AG01512716		2
	128 MB Memory		
Peripherals:	2 – Cygnet Jukeboxes with		
	4 Sony WDD600-01 Disk Drives and	1 ea =	4
	4 Sony WDD610-01 Controllers	1 ea =	4
	1 – Standalone Sony WDD600-01 Disk Drive		1
	1 – Standalone Sony WDD610-01 Controller		1
	3 – DEC TA81-AA 9-Track Tape Drives	.25 ea =	.75
	1 – DEC TA79-BF 9-Track Tape Drive		.25
	1 – DEC TU79-AF 9-Track Tape Drive		.25
	1 – DEC TA78-AA 9-Track Tape Drive		.25
	2 – DEC RA90 Disk Drives	0.5 ea =	1
	2 – DEC RA92 Disk Drives	0.75 ea =	1.5
			16
NDADSE -	SUN UltraSPARC E3000, Serial # 729F0BE6		2
Peripherals:	1 – Toshiba XM-5401 CD-ROM		
	1 – ATL DLT 4000 Jukebox		2
	2 – Seagate ST34271W Disk Drives		
	4 – Seagate ST410800W Disk Drives		
	1 – Python 4 mm Tape Drive		
	1 – Exabyte 8505 8 mm Tape Drive		
	1 – SUN DLT Tape Drive		
	1 TB Magnetic Disk Storage		6
			10
NDADSF -	StorageWorks HS241, Serial # NI63915200		2
Peripherals:	40 – DEC RZ29 4 GB Disk Drives	0.2 ea =	8
	(Use 3 each for spares)		10

MOCHA - SUN Ultra 2, Serial # 816FC1B2
256 MB Memory
Peripherals: 2 – Seagate ST34271W Disk Drives
1 – HP 4 mm Tape Drive

NCFMRB - Alpha 1000A, Serial # NI6211029MZ
128 MB Memory
Peripherals: DEC CD-ROM
1 – Falcon ST410800WD 4X9 GB Disk Tower
1 – Exabyte 8 mm Tape Drive
1 – Winchester FLASHDAT 8 mm Tape Drive
1 – Sylvest SY/T4000ES-DEC 4 mm Tape Stacker
1 – Sylvest SY/T1600ES-DEC 4 mm Tape Drive
1 – DEC TKZ61-AC 3480/3490 Cartridge Drive
2 – Kennedy M4 9914R 9-Track Drives
1 – Quantum TH5EA-EA DLT Tape Drive Stacker
1 – Andataco DLT Tape Drive
2 – DEC RZ28 2 GB Disk Drives

NCFMRS - VAXStation 4000, Serial # AB31502XCV
16 MB Memory
Peripherals: 1 – Seagate ST41200N 2 GB Disk Drive
1 – Kennedy 9914D 9-Track Tape Drive
1 – Kennedy 9100 7-Track Tape Drive
1 – Kennedy 9219 Formatter
1 – Winchester FLASHDAT 8 mm Tape Drive

NCFMR - MicroVAX II, Serial # WF90311629
13 MB Memory
Peripherals: 1 – Optimum 1000M Optical Disk Drive
1 – Alphatronix INSPIRE Optical Disk Drive

NCFVCS - MicroVAX 3400, Serial # WF01535182
12 MB Memory
Peripherals: 3 – DEC RF30 Disk Drives

Rotary Power & Distribution Modules, Serial # 1053-01&1273

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty (20)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED FEB 11 2000

Accordingly,

1. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$2,410,256.00	$327,636.00	$2,737,892.00
Incentive Fee	$ 303,369.00	$ 39,258.00	$ 342,627.00
Total CPIF	$2,713,625.00	$366,894.00	$3,080,519.00

The period of allotment is extended through 03/14/00 in accordance with Raytheon STX E-Mail message dated 02/04/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$5,732,098.00	$518,159.00	$6,250,257.00
Award Fee	$ 404,285.63	$ 36,022.38	$ 440,308.01
Total CPAF	$6,136,383.63	$554,181.38	$6,690,565.01

The period of allotment is extended through 03/14/00 in accordance with Raytheon STX E-Mail message dated 02/04/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57613A(1C)	633-459-10-60-01	800/10110(00)	63-2624	A200	$ 500.00	2
630-57614A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$170,000.00	1
630-57615A(1C)	631-406-05-01-03	809/00110(99)	63-2624	A200	$ 2,000.00	2
630-57618A(1C)	633-274-31-99-01	809/00110(99)	63-2624	A200	$ 1,000.00	2
630-57620A(1C)	631-740-70-02-78	800/10110(00)	63-2529	B401	$ 60,000.00	2
630-57621A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 787.38	2
630-57622A(1C)	633-615-33-02-02	809/00110(99)	63-2624	A200	$ 500.00	2
630-57623A(1C)	633-428-50-01-01	800/10110(00)	63-2624	A200	$ 11,000.00	1
630-57624A(1C)	695-626-30-11-25	809/00110(99)	69-2624	A200	$ 1,000.00	2
630-57631A(1C)	710-505-90-02-03	809/00110(99)	71-2624	A200	$ 2,500.00	2
630-57632A(1C)	633-212-62-10-78	800/10110(00)	63-2529	B401	$500,000.00	*

*PNC 630-57632A(1C) obligates $14,106.00 to CLIN 1 and $485,894.00 to CLIN 2 for a total obligation of $500,000.00.

The following funds are transferred from Contract NAS5-97059:

PCN	JON	APP	OC	BLI	AMT	CLIN
633-08435A(2C)	633-212-62-10-78	809/00110(99)	63-2550	B401	$171,788.00	1

TOTAL FUNDING: $921,075.38

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-one (21)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification incorporates the Archive Management Plan into the contract.

(Continued)

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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
LINDA A. BEILSTEIN CON[illegible]MANAGER	Mary V. Stevens Contracting Officer
15B. CONTRACTOR/OFFEROR	**15C. DATE SIGNED**
Linda A. Beilstein (Signature of person authorized to sign)	2/16/00
16B. UNITED STATES OF AMERICA	**16C. DATE SIGNED**
BY Mary V. Stevens (Signature of Contracting Officer)	FEB 17 2000

NSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

ATTACH. K

NAS5-98156
MOD 21

NASA

Space Science Data Operations Office

Archive Management Plan

NAS5-98156
Version: February 3, 2000

Prepared by

Raytheon Information Technology and Scientific Services

Raytheon

Approval Signatures

Contractor Managers

_____ Program Manager	2/7/00 Date
_____, Performance Based Contracting Manager	2/10/00 Date
_____, Data Center Manager	2/10/00 Date

Government Managers

Joseph H. King Dr. Joseph H. King, Head NSSDC and WDC-A	2/8/00 Date
George Fleming George Fleming, SSDOO PBC Work Element Manager	2/10/00 Date
Mary V. Stevens Mary Stevens, SSDOO Contracting Officer	2/14/00 Date

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1.0 Introduction

The purpose of this document is to plan for the long-term handling, preservation and availability of space science data sets at the NASA Space Science Data Operations Office (SSDOO). It establishes a set of approaches that have been coordinated with, reviewed by, and approved by both Contractor and Government management that will result in an archive that is able to meet the needs of the scientific community for data and information at the SSDOO.

As a jointly approved document, this plan witnesses the united commitment of both Contractor and Government. The plan does not distinguish between contractor and government roles, however, the work will be performed primarily by the contractor with regular consultation with the government Head of the NSSDC. Strategic, evolutionary planning regarding all aspects of the NSSDC will officially come through LOE task 318. The data center contractor personnel will support such efforts as requested and will also submit unsolicited improvement ideas from time to time for consideration. But, evolution planning along with requirements definition is primarily a Government matter.

As a "plan" this document provides a top-level overview of our approach and a high-level plan for maintaining the present high quality archive management operations at the SSDOO, and for evolving and improving operations in the future. Other documentation, that is referenced herein, contains the detailed procedures and schedules that will be used on a day-to-day basis for management and training purposes. This document will be updated no less frequently than once per year and approved by the Government in order to ensure that it remains consistent with current SSDOO policies and the Government's evolution planning.

2.0 Scope

The SSDOO acquires, processes, organizes, documents, archives and disseminates data from NASA's space science missions. It supports the world community of scientists and the public. The SSDOO's archive management charter is comprised of the work of the Astrophysics Data Facility (ADF), the Space Physics Data Facility (SPDF), the National Space Science Data Center (NSSDC), and the Orbiting Satellites Project (OSP).

This document addresses only the SSDOO archive management activities performed under the auspices of the NSSDC. The NSSDC's development and data / information handling, processing, and storage occur primarily at the NASA Goddard Space Flight Center's Building B28 in Greenbelt MD with additional storage at the National Archives' Federal Records Center in Suitland, MD, and the Iron Mountain off-site facility near Jessup, MD.

This archive management plan covers NSSDC activities performed by the Raytheon ITSS Performance Based Contracting (PBC) staff in fulfillment of the requirements in the SSDOO / Raytheon Contract (see Applicable Documents/References below) section 1.2.2 - Archive Management.

3.0 Applicable Documents/References

1) "Managing Electronic Records," National Archives and Records Administration (NARA), Office of Records Administration, Washington D. C., 1990.
2) "Care and Handling of Computer Magnetic Storage Media" (NBS Special Publication 500-101), National Bureau of Standards, Institute for Computer Sciences and Technology, 1983.
3) NARA Code of Federal Regulations, Subchapter B "Records Management", Part 1220 "Federal Records, General," see gopher://gopher.nara.gov/00/about/cfr/records/1220.txt
4) NARA Code of Federal Regulations, Subchapter B "Records Management", Part 1234 "Electronic Records Management," see gopher://gopher.nara.gov/00/about/cfr/records/1234.txt.
5) NASA Procedures and Guidelines (NPG) 1441.1C, "NASA Records Retention Schedules," see http://www.hq.nasa.gov/office/cio/records.htm.
6) National Media Lab (NML) Magnetic Tape Storage and Handling "A Guide for Libraries and Archives."
7) SSDOO / Raytheon Contract (NAS5-98156, 12/1/98)
8) SSDOO Standard Operating Procedures (NSSDC/WDC-A-R & S 95-05).
9) "Reference Model for an Open Archival Information System (OAIS)," Consultative Committee for Space Data Systems, (CCSDS 650.0-W-4.0), see http://ssdoo.gsfc.nasa.gov/nost/isoas/.
10) Reference material for checking the viability of CDs: see http://www.mscience.com/; http://www.eyecote.com/clover.htm; and http://www.kochdigi.com/PAGE/TECHNO/PRODUCT/CS42_LOC.HTML.

4.0 NSSDC Archive Management

4.1 Performance Measurement

The performance of the Archive Management Staff is measured against success criteria specified in the SSDOO Raytheon Statement of Work. The PBC manager will ensure that accurate and complete performance measurement records are collected and maintained in a Metrics Tracking System database.

4.2 Archive Management Procedures

Detailed procedures for managing the NSSDC archive are documented in the NSSDC Standard Operating Procedures (SOP) document. These procedures are established to make the NSSDC fully compliant with NARA and NASA guidelines for archive management (within the budgetary and physical restrictions imposed by the NSSDC's sponsors). In this section, we outline the kinds of procedures contained in the SOP, the key features they address, and plans for implementing and enhancing the procedures.

4.2.1 Inventory

The NSSDC has thousands of volumes of electronic and other media from many data providers. NSSDC's efficient operation relies on the utility, completeness, and accuracy of its detailed information management system of metadata associated with these data and information so that we know at all times what we have and where it is, and can determine what actions need to be taken to properly maintain the archive.

Detailed descriptions of the NSSDC databases can be found in Product Baseline documentation maintained by the SSDOO CCB. Procedures for maintaining and reporting on the contents of the databases can be found in the SOP.

4.2.2 Media

As a data center that supports many and varied space science programs, the NSSDC has procedures, hardware, and software to handle a variety of media types. The NSSDC has media standards for data and information stored in its permanent archive and its data dissemination environment.

Supported media types and standards, and procedures for replenishing the media stock are specified in the SOP.

4.2.3 Acquisition

A key NSSDC function is to acquire data from NASA-funded and NASA-relevant missions (including data generating programs and NASA/OSS active archives) in such a way that they can be archived and independently used by future requesters who need not be familiar with the particular data set or the mission from which it came. In practice, an acquisition scientist, supported by the Archive Management Staff, acts as the interface between the NSSDC and the data provider.

Procedures associated with this activity, from identification of data for acquisition, through creation of a project data management plan, and delivery of Submission Information Packages to the Archive Management Staff for ingest are specified in the SSDOO Acquisition Scientist Handbook.

4.2.4 Ingest

The ingesting of data and information into the NSSDC archive begins when a Submission Information Package is physically or electronically received in the NSSDC data operations area, an archive identifier is assigned, and a database entry is established for the data. Ingest concludes with the data or information item becoming part of the NSSDC's permanent archive and/or being placed in the NSSDC's data dissemination environment. During the ingest process, metadata is extracted and validated, and information systems databases are populated to support proper life cycle data management, response to user requests, and creation of accurate management reports.

Procedures associated with Ingest activities are specified in the SOP.

4.2.5 Retrieval

The requesting and retrieval of data and information from the NSSDC archive begins with a user request and concludes with data being delivered to or electronically downloaded by the user / customer. Two general categories of data retrieval processes are handled by the NSSDC:

1. Automated electronic data retrieval from the NSSDC's data dissemination environment via FTP, a direct e-mail request from the user, or via e-mail sent by one of several NSSDC user interface software packages.
2. Telephonic, mail, or other physical request mechanisms for electronic, document, or other NSSDC data products.

Automated electronic data retrieval procedures are specified at Internet site:
http://nssdca.gsfc.nasa.gov/ndads/archives_homepage.html.

All other data and information retrieval procedures are specified in the SOP.

4.2.6 Preservation

The most critical function of the NSSDC archive is to preserve data and information so that it is available to the scientific community over the long term. The importance of this activity is shown in the SSDOO Raytheon contract that severely penalizes the contractor when data is lost. Data preservation begins when the Government clearly identifies the data sets that must be protected and maintained indefinitely by the NSSDC. All other data are treated as requiring less attention. The identified data sets are marked in the NSSDC's databases for appropriate action. Through data backups, data monitoring, and media transitioning processes, specified data and information continue to be viable and available to users and customers into the indefinite future.

4.2.6.1 Data Reliability Standards

At the NSSDC, reliable storage entails three principles as follows:

1. There is a backup copy of the data.
2. The data is regularly monitored.
3. There is no media in the library, identified by the Government for long-term protection and maintenance, that is more than 10 years old. (The 10-year standard is important for the older 9-track tapes presently in the archive. Other media like CDs do not require this restrictive standard. We will refine this standard in subsequent releases of this document.)

The archive keeps this information in the NSSDC database for each item in the permanent archive (including the film archive). We create reports that show which media do not conform with our reliability standards.

4.2.6.2 Backups

As the most basic step toward ensuring the long-term viability of all data managed by the NSSDC, except in unusual circumstances that are accompanied by signed official Government direction, duplicate copies of the data on all ingested media are created as part of the data ingest process. It is our goal to store the backups in a different facility from the original from the original. Additionally, we regularly backup all operational databases stored on NSSDC systems. Procedures associated with the NSSDC data and database backups are specified in the SOP.

BACKUPS GOAL: The NSSDC will *"backup"* data to ensure conformance with reliability standards. During this year, space physics data sets not having a backup copy and not identified as being exempt from the backup requirement will be copied to backup media. By May 31, 2000, we will backup, as a minimum, at least 1/3 of this media set. We will provide the Government with a report of our progress in connection with the June 6-month metrics report. The remainder will be completed by November 30, 2000.

We will provide the Government with a report of our progress in connection with the December 6-month metrics report.

4.2.6.3 Monitoring

A statistical sample of the media/datasets identified for protection and maintenance will be "read" each year to ensure that the NSSDC can say with 90% confidence that no data have been corrupted. In the event that data are ever found to be corrupted (where "corrupt" means as little as one bit in a file is bad), the backup copy of the media will be used to restore the original data and information to the permanent archive. The goal is that no data identified for long-term maintenance will ever be lost. This approach applies to the "PBC contract" as follows: the contractor does not incur a "data loss" penalty if a file is found to be corrupted, only if the data is "lost;" i.e., the file is corrupt and the contractor is unable to restore the file from a backup. Procedures associated with the NSSDC media monitoring are specified in the SOP.

Because it is an impracticably large task to monitor the entire NSSDC archives in a year, we will apply statistical sampling methods to a portion of the archive that is most susceptible to "data loss," e.g., 9-track tapes. Based on lessons learned from initial monitoring efforts we will set more aggressive monitoring goals and plan to monitor other types of media, even media that do not pose a great loss risk such as CDs.

MONITORING GOAL: The NSSDC will *"monitor"* data that have been properly ingested to ensure conformance with reliability standards. By May 31, 2000, we will monitor, as a minimum, the first 2000 tapes from the Data Restoration Project set by randomly selecting fifty tapes and verifying their readability. This will demonstrate with 90% confidence that the entire set of 2000 tapes are viable. These tapes have been in a controlled environment since their creation approximately 8 years ago and should provide us with a very good initial measurement of the viability of the entire set. Additional monitoring, as negotiated by the Government and Contractor will be completed by November 30, 2000.

The following describes our statistical approach to monitoring media with 90% confidence.

Assumptions:

- 0% of the tapes in the NSSDC archive are not usable (i.e., less than one in two thousand).
- The results of our tape monitoring should prove that a 90% confidence interval for the mean percentage of bad tapes in a selected tape population is within .5% of zero.

Analysis:

- The required tape random sample size is determined by the equation:

.005 = 1.645 x SQRT(((1/2000)x(1999/2000))/sample size)

- Random sample size is about 50 tapes.
- If the fifty randomly sampled tapes are all good, then we can assume that the entire population is good.
- If one of the fifty tapes is bad then a total of about 500 tapes must be sampled as shown by the following calculation of a 90% confidence interval.

1/500 + 1.645 x SQRT(((1/500)x(499/500))/500) = .005

- If two of the 500 tapes are bad then a total of about 800 tapes must be sampled as shown by the following calculation of a 90% confidence interval.

1/800 + 1.645 x SQRT(((2/800)x(798/800))/800) = .005

4.2.6.4 Transitioning

As certain media near the end of their technological or physical life, and, as technology advances result in media options that hold larger volumes of data, have faster data transfer rates, and promise greater reliability, longevity, etc., new permanent archive media standards will be established, and, data and information will be copied from older to newer media types.

Fields in the IDA database are maintained by the contractor to indicate transitioning plans and status. The contractor is fully responsible for the goodness of all data ingested since 12/1/98. The contractor is also responsible for transitioning data in accordance with this signed AMP. This approach applies to the "PBC contract" as follows: a whole media volume gets marked as good in IDA, then any files that go irretrievably bad on that volume incur a penalty under the PBC contract. General procedures associated with the NSSDC media transitioning are specified in the SOP.

TRANSITIONING GOAL: The NSSDC will *"transition"* data to ensure conformance with reliability standards. We will begin to transition the Nimbus-7 THIR CLDT data set. This task involves copying 4900 tapes from older 9-track tapes to newer media. These tapes are ready for data transitioning in terms of age and there is a need to preserve this data for a current user. By May 31, 2000, we will transition, as a minimum, 500 tapes. Additional transitioning, as negotiated by the Government and Contractor will be completed by November 30, 2000.

4.2.6.5 Environmental Controls

The temperature and humidity of the SSDOO tape library is continually monitored to ensure that media do not degrade as a result of environmental conditions. Within the limitations of the physical plant in which the NSSDC archive resides, we strive to meet NARA guidelines. Temperature and humidity chart recorders are calibrated and weekly

paper recording charts are kept. Rolls of plastic are maintained in the library in case of a sprinkler leak. We inform the Government when environmental conditions are out of range.

General procedures associated with the NSSDC environmental controls are specified in the SOP.

4.2.6.6 Archive Security

We operate the media library during regular business hours to ensure that media are routinely handled by members of the Archive Management Staff. At the end of each workday the data in the library are secured -- internally locking the moveable archive racks and locking the outer door to the media library. In order to maintain "ownership" of archive tapes, sign-out/sign-in procedures are implemented. Tape librarians are the only authorized source for obtaining media from the library.

The NSSDC uses off-site facilities for storing backup copies of data and, in some cases, the only copy of inactive data sets. One facility is Iron Mountain located near Jessup, Maryland and the second facility is the Federal Records Center in Suitland, Maryland. These facilities are provided by the Government. Relocation of facilities is considered periodically, taking into account costs and care for the data.

General procedures associated with the NSSDC archive security are specified in the SOP.

5.0 Plan / Schedule

This section of the Archive Management Plan contains the schedule by which the NSSDC plans to implement improvements. It is a living section of the document that will be modified as needed. As such, it may be modified and published separately from the document as a whole. Any changes to the schedule shall be approved jointly by the contractor and the National Space Sciences Data Center & World Data Center A, Head Code 633 prior to implementation.

5.1 Milestone List

Following is a list of the milestones for efforts covered under this plan. More detailed explanations of the meanings of the milestones are in section 5.2.

Milestone Date YYMMDD	Reference AMP Paragraph	Milestone Description
000104	5.2.1	January metrics report
000107	5.2.3	Publish new SOP
000202	5.2.1	February metrics report
000302	5.2.1	March metrics report
000404	5.2.1	April metrics report
000502	5.2.1	May metrics report
000531	5.2.4	Complete Backups Part 1
000531	5.2.5	Complete Monitoring Part 1
000531	5.2.6	Complete Transitioning Part 1
000602	5.2.1	June metrics report
000602	5.2.1	Six month metrics report
000705	5.2.1	July metrics report
000802	5.2.1	August metrics report
000904	5.2.1	September metrics report
001003	5.2.1	October metrics report
001102	5.2.1	November metrics report
001130	5.2.4	Complete Backups Part 2
001130	5.2.5	Complete Monitoring Part 2
001130	5.2.6	Complete Transitioning Part 2
001204	5.2.1	December metrics report
001204	5.2.1	Six month metrics report
010101	5.2.2	Republish AMP
010101	5.2.3	Republish SOP

5.2 Milestone Explanations

5.2.1. Performance against contractual archive management metric objectives will be reported each month by the second work day of the following month. A six month

metrics report will be delivered to the Government for Incentive Fee award calculations by the second work day of the following months June 2000 and December 2000.

5.2.2. A new version of the Archive Management Plan will be published by January 1, 2001.

5.2.3. The NSSDC Standard Operating Procedures (SOP) (version 1995)will be updated as needed and published by January 7, 2000, republished by January 1, 2001.

5.2.4. The NSSDC will begin immediately to *"backup"* data that does not conform to the reliability standards in section 4.2.6.1. By May 31, 2000, we will backup, as a minimum, the media set indicated in section 4.2.6.2. Additional backups, as indicated in section 4.2.6.2, will be completed by November 30, 2000.

5.2.5. The NSSDC will begin immediately to *"monitor"* data that does not conform to the reliability standards in section 4.2.6.1. By May 31, 2000, we will monitor, as a minimum, the media set indicated in section 4.2.6.3. Additional monitoring, as indicated in section 4.2.6.3, will be completed by November 30, 2000.

5.2.6. The NSSDC will begin immediately to *"transition"* data that does not conform to the reliability standards in section 4.2.6.1. By May 31, 2000, we will transition, as a minimum, the media set indicated in section 4.2.6.4. Additional transitioning, as indicated in section 4.2.6.4, will be completed by November 30, 2000.

5.2.7. We will develop procedures and a plan for ingesting film and other image data, and for storing / transitioning film data on computer compatible media for long-term storage by May 31, 2000. When procedures and a plan are approved by the Government, we will begin immediately to convert 5% of the applicable film archive per year to digital format.

Appendix A: The Film Archive

The film and image component of the NSSDC archive has a very large volume of film products that are stored in many different formats. The film archive presently does not have an automated database system. However, it operates very effectively based the expertise of the staff and the application of our four focus areas that support the ISO Archive Reference Model. This appendix addresses archive management procedures that apply to the film and image component of the NSSDC archive. The NSSDC electronic data and document archive, including the permanent archive and data distribution environment component, is addressed in the main body of this document (as prescribed in the SOW).

A.1 Performance Measurement

The performance of the Archive Management Staff is measured against technical, cost, and schedule success criteria specified in the SSDOO Raytheon Statement of Work. The PBC manager will ensure that accurate and complete performance measurement records are collected and maintained in a Metrics Tracking System database.

A.2 Archive Management Procedures

We have detailed procedures for managing the NSSDC archive that are documented in the NSSDC Standard Operating Procedures (SOP) document. These procedures are established to make the NSSDC fully compliant with NARA and NASA guidelines for archive management (within the budgetary and physical restrictions imposed by the NSSDC's sponsors). In this section, we outline the kinds of procedures contained in the SOP and the key features they address, and our plans for implementing and enhancing the procedures in the future.

A.2.1 Inventory

With the present redesign of the IDA database, the current flat file database will be imported into the new relational database. It is our plan, over time, to complete the population of the NSSDC film archive inventory. Procedures for entering film items into the inventory database and for generating film archive inventory reports will be documented in the SOP.

A.2.2 Media

It is our plan to develop NSSDC film archive media standards. Procedures for generating film archive inventory reports will be documented in the SOP.

A.2.3 Acquisition

We presently encourage our data providers to submit film and image data on electronic media. Procedures associated with this film and image acquisition, from identification of data for acquisition, through creation of a project data management plan, and delivery of Submission Information Packages to the Archive Management Staff for ingest are specified in the SSDOO Acquisition Scientist Handbook.

A.2.4 Ingest

We will develop procedures for ingesting film and other image data, and for storing / transitioning film data on computer compatible media for long-term storage. When this plan is approved, we will begin immediately to convert 5% of the applicable film archive per year to digital format. Our approach is as follows:

- Prioritize - We will assess the interest in / importance of the various film datasets and prioritize them for digitization. We plan to gain official Government approval of our prioritization list.
- Migrate - After obtaining Government approval of our prioritization list, we plan to migrate to digital form at least 5% of the Government-directed non-perishable archive per year. A few images are presently being digitized to support customer requests.

Film archive ingest procedures are located in the SOP.

A.2.5 Retrieval

Film archive items are retrieved using the same manual retrieval procedures that can be applied to obtain items from the permanent data archive. There are presently no mechanisms for anonymous electronic download of film data.

It is our plan to develop NSSDC film archive retrieval procedures and document them in the SOP.

A.2.6 Preservation

We have multiple copies of some film and image data. It is our plan to develop NSSDC film archive preservation procedures for backups, monitoring and transitioning, and document them in the SOP. With the transitioning of the film products to digital media preservation of the film archive will be much easier and more efficient in the future.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-two (22)	See Block 16c	N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2—CHANGES—COST REIMBURSEMENT (AUG 1987)—ALTERNATE I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises the contract to incorporate new Clause B.9 "LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995) (Applicable to CLIN 1 and CLIN 2)".

(Continued)

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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
LINDA A. BEILSTEIN CONTRACTS MANAGER	Mary V. Stevens Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Linda A. Beilstein (Signature of person authorized to sign)	2/23/00	BY Mary V. Stevens (Signature of Contracting Officer)	FEB 24 2000

Accordingly,

1. Contract Section B "SUPPLIES OR SERVICES AND PRICES/COST" is revised to include Clause B.9 " LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995) (Applicable to CLIN 1 and CLIN 2)".

2. In accordance with paragraph (e) of the Changes clause, the parties hereby agree that the estimated cost of this contract is not increased or decreased by this modification.

3. This modification is hereby agreed to by both parties. The Contractor hereby releases the Government from any and all liability for further adjustments to this contract as a result of the changes specified within this supplemental agreement.

--END OF MODIFICATION—

Attachment: (1) Consisting of Clause B.9 " Limitation of Indirect Costs (GSFC 52.231-90) (FEB 1995) (Applicable to CLIN 1 and CLIN 2)" and containing 2 pages.

B.9 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995) (Applicable to CLIN 1 and CLIN 2)

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the aggregate indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

Indirect Cost	Base of Application	Percentage	Year
[redacted]			

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

(iii) Expenditure of less than 70% of the prorated amount (for the contractors fiscal year proportionate to the contract term associated with that fiscal year) of any stated target level of effort established in this contract.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-three (23)	See Block 16c	N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause G.14 "Contract Fee Structure"

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of incentive fee earned during Incentive Fee Period 2 (from June 1, 1999 through November 30, 1999).

The Government has determined that an incentive fee of $93,561.43 (92.46% of the available incentive fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED March 2, 2000

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" as follows:

	From	By	To
Estimated Cost	$6,032,677.00	$ 0.00	$6,032,677.00
Technical Incentive Fee Earned	$ 98,782.90	$ 93,561.43	$ 192,344.33
Remaining Available Technical Incentive Fee	$ 260,503.25	($101,191.25)	$ 159,312.00
Target Cost Incentive Fee	$ 361,694.50	$ 0.00	$ 361,694.50
Total CPIF	$6,753,657.65	($ 7,629.82)	$6,746,027.83

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-four (24)		N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

B/NC: 206 **N/A** **PPC: BX**

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

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2—CHANGES—COST REIMBURSEMENT (AUG 1987)—ALTERNATE I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises Attachment A "Statement of Work".

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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
LINDA A. BEILSTEIN CONTRACTS MANAGER		Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR Linda A. Beilstein (Signature of person authorized to sign)	15C. DATE SIGNED 3/29/00	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED MAR 30 2000

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment A "Statement of Work" is revised as follows:

   Delete:

"Attachment	Description	Date	No. of Pages
A	Statement of Work	01/01/00	46"

   Add:

"Attachment	Description	Date	No. of Pages
A	Statement of Work	03/03/00	45"

2. The parties hereby agree that these changes are effective upon execution of this modification.

3. The parties hereby agree that the estimated cost of this contract is not increased as a result of this modification.

4. This modification is hereby agreed to by both parties. The Contractor hereby releases the Government from any and all liability for further adjustments to this contract as a result of the changes specified within this supplemental agreement.

--END OF MODIFICATION—

Attachments: Consisting of Contract Attachment A "Statement of Work" dated March 3, 2000 and containing 45 pages.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-Five (25)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE: FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause H.11 "Key Personnel and Facilities (18-52.235-71) (MAR 1989)"

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises the key person assigned to the PBC Operations Manager position.

Accordingly,

1. Clause H.11 "Key Personnel and Facilities (1852.235-71) (MAR 1989) is revised as follows:

Position	Delete	Replace
PBC Operations Manager	[redacted]	

2. All other terms and conditions are unchanged.

(END OF MODIFICATION)

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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
LINDA A. BEILSTEIN CONTRACTS MANAGER	Mary V. Stevens Contracting Officer
15B. CONTRACTOR/OFFEROR Linda A. Beilstein (Signature of person authorized to sign)	15C. DATE SIGNED 4/7/00
16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 4-26-00

NSN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-six (26)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 4/3/00

Accordingly,

1. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$2,737,892.00	$453,734.00	$3,191,626.00
Incentive Fee	$ 342,627.00	$ 54,367.36	$ 396,994.36
Total CPIF	$3,080,519.00	$508,101.36	$3,588,620.36

The period of allotment is extended through 06/23/00 in accordance with Raytheon STX E-Mail message dated 04/03/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$6,250,257.00	$308,789.00	$6,559,046.00
Award Fee	$ 440,308.01	$ 5,474.99	$ 445,783.00
Total CPAF	$6,690,565.01	$314,263.99	$7,004,829.00

The period of allotment is extended through 04/30/00 in accordance with Raytheon STX E-Mail message dated 04/03/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57633A(1C)	632-370-16-30-02	809/00110(99)	63-2624	A200	$ 5,588.00	2
630-57633B(1C)	631-632-70-08-01	809/00110(99)	63-2624	A200	$ 18.00	2
630-57636A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 20,000.00	2
630-57637A(1C)	631-399-22-12-78	800/00110(00)	63-2529	B401	$ 64,322.27	2
630-57638A(1C)	631-399-22-12-78	809/00110(99)	63-2529	B401	$ 10,677.73	2
630-57647A(1C)	631-019-20-16-01	800/10110(00)	63-2624	A200	$ 30,000.00	2
630-57648A(1C)	667-399-35-01-18	800/10110(00)	66-2624	A200	$ 11,600.00	2
630-57648B(1C)	680-370-23-11-01	800/10110(00)	66-2624	A200	$ 10,000.00	2
630-57648C(1C)	690-839-88-01-24	800/10110(00)	66-2624	A200	$ 8,000.00	2
630-57648D(1C)	690-853-10-30-24	800/10110(00)	66-2624	A200	$ 7,600.00	2
630-57649A(1C)	633-287-23-04-01	800/10110(00)	63-2624	A200	$ 2,000.00	2
630-57649B(1C)	630-632-67-01-01	800/10110(00)	63-2624	A200	$ 16,650.00	2
630-57650A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$ 1,909.35	1
630-57651A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 20,000.00	2
630-57653A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$ 8,400.00	1
630-57658A(1C)	633-212-62-10-78	800/00110(00)	63-2529	B401	$500,000.00	*
201-50895A(1C)	200-030-02-05-01	800/10112(00)	20-2590		$ 14,000.00	2
501-54912A(1C)	500-039-02-05-71	800/10110(00)	50-2529	B201	$ 18,800.00	2
501-54912B(1C)	580-315-40-12-71	800/10110(00)	50-2529	B201	$ 6,000.00	2
900-60837-0004A(1C)	900-622-81-99-44	800/10110(00)	90-2527	A201	$ 65,200.00	2
730-59468A(1C)	700-297-60-01-71	800/10112(00)	73-2572	B201	$ 1,600.00	2

TOTAL FUNDING: $822,365.35

*PNC 630-57658A(1C) obligates $497,792.01 to CLIN 1 and $2,207.99.00 to CLIN 2 for a total obligation of $500,000.00.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-seven (27)		N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 2 (from June 1, 1999 through November 30, 1999).

The Government has determined that an award fee of $99,204 (approximately 87 percent of the available award fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED April 27, 2000

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

	From	By	To
Estimated Cost	$6,559,046	$ 0	$6,559,046
Award Fee Earned	$ 101,682	$ 99,204	$ 200,886
Remaining Available Award Fee	$ 344,101	($114,700)	$ 229,401
Total CPAF	$7,004,829	($ 15,496)	$6,989,333

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

   "The Contractor can earn award fee from a minimum of zero dollars to the maximum of $430,287 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $99,204 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

4. Revise Clause Clause B.7— CONTRACT FUNDING— to reallocate existing funding between CLIN1 and CLIN 2 (THIS IS NOT A NEW OBLIGATION):

   A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$3,191,626.00	$ 0.00	$3,191,626.00
Incentive Fee	$ 396,994.36	$15,496.00	$ 412.490.36
Total CPIF	$3,588,620.36	$15,496.00	$3,604,116.36

   B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$6,559,046.00	($ 0.00)	$6,559,046.00
Award Fee	$ 445,783.00	($ 15,496.00)	$ 430,287.00
Total CPAF	$7,004,829.00	($ 15,496.00)	$6,989,333.00

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-eight (28)	See Block 16c	N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause G.14 "Contract Fee Structure"

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification corrects the amount of incentive fee earned during Incentive Fee Period 2 (from June 1, 1999 through November 30, 1999).

The Government has determined that an incentive fee of $97,609.08 (96.46% of the available incentive fee) has been earned in this period. This represents a difference of 4 percent/$4,047.65 from what was stated in Modification 23. Therefore, this modification increases the contract value by $4,047.65.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED May 8, 2000

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" as follows:

	From	By	To
Estimated Cost	$6,032,677.00	$ 0.00	$6,032,677.00
Technical Incentive Fee Earned	$ 192,344.33	$4,047.65	$ 196,391.98
Remaining Available Technical Incentive Fee	$ 159,312.00	$ 0.00	$ 159,312.00
Target Cost Incentive Fee	$ 361,694.50	$ 0.00	$ 361,694.50
Total CPIF	$6,746,027.83	$4,047.65	$6,750,075.48

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Twenty-nine (29)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to 52.232-22—LIMITATION OF FUNDS (APR 1984) and Clause B.5—ESTIMATED COST INCREASES

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provisionally increases the estimated cost of CLIN 2 of the contract and provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED MAY 19 2000

Accordingly,

1. As shown Below, Clause B.3— CONTRACT VALUE— is revised to reflect a provisional increase in the estimated cost of CLIN 2:

CLIN 2:

	FROM	BY	TO
Estimated Cost	$6,559,046.00	$ 0.00	$6,559,046.00
Provisional Increase to Estimated Cost	$ 0.00	$1,179,110.00	$1,179,110.00
Award Fee	$ 430,287.00	$ 0.00	$ 430,287.00
Total CPAF	$6,989,333.00	$1,179,110.00	$8,168,443.00

2. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$3,191,626.00	$255,005.00	$3,446,631.00
Incentive Fee	$ 412,490.36	$ 30,555.79	$ 443,046.15
Total CPIF	$3,604,116.36	$285,560.79	$3,889,677.15

The period of allotment is extended through 07/13/00 in accordance with Raytheon STX E-Mail message dated 05/17/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$6,559,046.00	$430,000.00	$6,989,046.00
Award Fee	$ 430,287.00	$ 0.00	$ 430,287.00
Total CPAF	$6,989,333.00	$430,000.00	$7,419,333.00

The period of allotment is extended through 06/01/00 in accordance with Raytheon STX E-Mail message dated 05/17/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57661A(1C)	633-212-62-30-80	800/10110(00)	63-2572	B301	$117,000.00	1
630-57662A(1C)	633-212-62-20-70	800/10110(00)	63-3115	B201	$ 96,000.00	1
630-57663A(1C)	633-332-17-10-02	800/10110(00)	63-2624	A200	$200,000.00	2
630-57664A(1C)	630-282-32-04-01	800/00112(00)	63-2624	A200	$ 55,000.00	2
630-57665A(1C)	633-212-62-10-01	800/10110(00)	63-2624	A200	$160,000.00	*
630-57666A(1C)	632-287-27-01-78	800/10110(00)	63-2529	B401	$ 45,000.00	2
630-57667A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$ 32,051.79	1
630-57668A(1C)	631-399-21-20-78	809/00110(99)	63-2529	B401	$ 10,509.00	1

TOTAL FUNDING: $715,560.79

*PNC 630-57665A(1C) obligates $30,000.00 to CLIN 1 and $130,000.00 to CLIN 2 for a total obligation of $160,000.00.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty (30)		N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification Pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises the Performance Evaluation Plan.

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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED MAY 19 2000

NSN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Item L "Performance Evaluation Plan" is revised as follows:

Delete:

"Attachment	Description	Date	No. of Pages
L	Performance Evaluation Plan	06/01/99	28"

Add:

"Attachment	Description	Date	No. of Pages
L	Performance Evaluation Plan	06/01/00	28"

2. These changes are effective for the evaluation period beginning June 1, 2000.

--END OF MODIFICATION—

Attachment: Consisting of Attachment L "Performance Evaluation Plan" dated June 1, 2000 and containing 28 pages.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-one (31)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 06/09/00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-Two (32)		N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 3 (from December 1, 1999 through May 31, 2000).

The Government has determined that an award fee of $93,991 (approximately 82 percent of the available award fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED June 29, 2000

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

	From	By	To
Estimated Cost	$6,559,046	$ 0	$6,559,046
Provisional Increase to Estimated Cost	$1,179,110	$ 0	$1,179,110
Award Fee Earned	$ 200,886	$ 93,991	$ 294,877
Remaining Available Award Fee	$ 229,401	($114,700)	$ 114,701
Total CPAF	$8,168,443	($ 20,709)	$8,147,734

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

"The Contractor can earn award fee from a minimum of zero dollars to the maximum of $409,578 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $93,991 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

4. Revise Clause Clause B.7— CONTRACT FUNDING— to reallocate existing funding between CLIN1 and CLIN 2 (THIS IS NOT A NEW OBLIGATION):

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$3,570,716.00	$ 0.00	$3,570,716.00
Incentive Fee	$ 457,913.63	$20,709.00	$ 478,622.63
Total CPIF	$4,028,629.63	$20,709.00	$4,049,338.36

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,738,156.00	($ 0.00)	$7,738,156.00
Award Fee	$ 430,287.00	($ 20,709.00)	$ 409,578.00
Total CPAF	$8,168,443.00	($ 20,709.00)	$8,147,734.00

CLIN 2 is fully funded.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-three (33)	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 of 2 PPC: BX

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

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to FAR 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification moves $179,151.31 of funding from CLIN 2 to CLIN 1 and provides $179.151.31 of new funding to CLIN 2.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED July 19, 2000

Accordingly:

1. Revise Clause Clause B.7— CONTRACT FUNDING— to reallocate existing funding between CLIN1 and CLIN 2:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$3,570,716.00	$159,981.00	$3,730,697.00
Incentive Fee	$ 478,622.63	$ 19,170.31	$ 497,792.94
Total CPIF	$4,049,338.63	$179,151.31	$4,228,489.94

In accordance with Raytheon's e-mail message dated 7/17/00 the allotment date for CLIN 1 is revised to 08/10/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,738,156.00	($179,151.31)	$7,559,004.69
Award Fee	$ 409,578.00	($ 0.00)	$ 409,578.00
Total CPAF	$8,147,734.00	($179 151.31)	$7,968,582.69

2. Revise Clause Clause B.7— CONTRACT FUNDING— to provide the following new funding to CLIN 2:

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,559,004.69	$179,151.31	$7,738,156.00
Award Fee	$ 409,578.00	$ 0.00	$ 409,578.00
Total CPAF	$7,968,582.69	$179,151.31	$8,147,734.00

In accordance with Raytheon's e-mail message dated 7/17/00 the allotment date for CLIN 1 is revised to 09/26/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are de-obligated from CLIN 2 of NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57632A(1C)	633-212-62-10-78	800/10110(00)	63-2529	B401	($179,151.31)	2

The following funds are re-obligated to CLIN 1 of NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57632A(1C)	633-212-62-10-78	800/10110(00)	63-2529	B401	$179,151.31	2

The following new funds are provided for CLIN 2 of NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
587-56912A(1C)	587-315-40-12-01	800/10110(00)	58-2590	A701	$ 10,000.00	2
630-57688A(1C)	632-370-03-00-03	809/00110(99)	63-2624	A200	$ 3,775.31	2
630-57691A(1C)	633-212-62-20-70	800/10110(00)	63-3115	B201	$ 15,000.00	2
630-57693A(1C)	633-370-28-30-01	800/10110(00)	63-2624	A200	$105,855.00	2
630-57693B(1C)	633-287-23-04-01	800/10110(00)	63-2624	A200	$ 3,000.00	2
630-57694A(1C)	630-632-67-01-01	800/10110(00)	63-2624	A200	$ 36,290.00	2
630-57696A(1C)	631-370-21-08-02	800/10110(00)	63-2624	A200	$ 1,000.00	2
630-57696B(1C)	631-399-22-12-02	800/10110(00)	63-2624	A200	$ 1,000.00	2
630-57696C(1C)	631-399-25-01-02	800/10110(00)	63-2624	A200	$ 1,000.00	2
630-57696D(1C)	630-370-18-30-01	800/10110(00)	63-2624	A200	$ 1,000.00	2
630-57696E(1C)	681-399-32-01-01	800/10110(00)	63-2624	A200	$ 1,000.00	2
630-57696G(1C)	926-665-55-75-01	800/10110(00)	63-2624	A200	$ 231.00	2

TOTAL OBLIGATION: $179,151.31

Accordingly:

1. Revise Clause Clause B.7— CONTRACT FUNDING— to reallocate existing funding between CLIN1 and CLIN 2:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$3,730,697.00	$401,244.00	$4,131,941.00
Incentive Fee	$ 497,792.94	$ 48,077.00	$ 545,869.94
Total CPIF	$4,228,489.94	$449,321.00	$4,677,810.94

In accordance with Raytheon's e-mail message dated 08/15/00 the allotment date for CLIN 1 is revised to 10/17/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,738,156.00	($449,321.00)	$7,288,835.00
Award Fee	$ 409,578.00	($ 0.00)	$ 409,578.00
Total CPAF	$8,147,734.00	($449,321.00)	$7,698,413.00

2. Revise Clause B.7— CONTRACT FUNDING— to provide the following new funding to CLIN 2:

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,288,835.00	$449,321.00	$7,738,156.00
Award Fee	$ 409,578.00	$ 0.00	$ 409,578.00
Total CPAF	$7,698,413.00	$449,321.00	$8,147,734.00

In accordance with Raytheon's e-mail message dated 08/15/00 the allotment date for CLIN 2 is revised to 09/27/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are de-obligated from CLIN 2 of NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57584A(1C)	633-212-62-10-78	809/001100(99)	63-2529	B401	($449,321.00)	2

The following funds are re-obligated to CLIN 1 of NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57584A(1C)	633-212-62-10-78	809/001100(99)	63-2529	B401	$449,321.00	1

The following new funds are provided for CLIN 2 of NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57708A(1C)	631-399-22-12-78	800/10110(00)	63-2529	B401	$ 26,837.00	2
630-57708B(1C)	632-344-14-80-78	800/10110(00)	63-2529	B401	$ 84,309.00	2
630-57709A(1C)	632-370-03-00-78	800/10110(00)	63-2529	B401	$111,475.00	2
630-57709B(1C)	633-216-20-01-78	800/10110(00)	63-2529	B401	$ 90,000.00	2
630-57710A(1C)	633-274-22-00-01	800/10110(00)	63-2550	A200	$ 10,900.00	2
630-57710B(1C)	633-315-90-41-01	800/10110(00)	63-2550	A200	$ 55,000.00	2
630-57711A(1C)	631-019-20-16-01	800/10110(00)	63-2550	A200	$ 15,000.00	2
630-57711B(1C)	631-212-65-20-01	800/10110(00)	63-2550	A200	$ 40,000.00	2
630-57712A(1C)	630-284-32-04-01	800/10110(00)	63-2550	A200	$ 1,000.00	2
630-57713A(1C)	600-039-02-03-80	800/10110(00)	60-2572	B301	$ 4,000.00	2
114-50035A(1C)	114-010-01-03-44	8000112(00)	11-2527	A239	$ 10,800.00	2

TOTAL OBLIGATION: $449,321.00

--END OF MODIFICATION—

AMENDMENT OF SOLICITA ON/MODIFICATION OF CONTRAC	1. CONTRACT ID CODE	PAGE(S) 1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-five (35)	See Block 16c	N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause G.14 "Contract Fee Structure"

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of incentive fee earned during Incentive Fee Period 3 (from December 1, 1999 through May 31, 2000).

The Government has determined that an incentive fee of $73,657.90 (92.47% of the available incentive fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED AUG 15 2000

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" as follows:

	From	By	To
Estimated Cost	$6,032,677.00	$ 0.00	$6,032,677.00
Technical Incentive Fee Earned	$ 196,391.98	$73,657.90	$ 270,049.88
Remaining Available Technical Incentive Fee	$ 159,312.00	($79,656.00)	$ 79,656.00
Target Cost Incentive Fee	$ 361,694.50	$ 0.00	$ 361,694.50
Total CPIF	$6,750,075.48	($ 5,998.10)	$6,744,077.38

--END OF MODIFICATION--

Accordingly,

1. As shown Below, Clause B.3— CONTRACT VALUE— is revised to reflect a provisional increase in the estimated cost of CLIN 2:

CLIN 2:

	FROM	BY	TO
Estimated Cost	$6,559,046.00	$ 0.00	$6,559,046.00
Provisional Increase to Estimated Cost	$1,179,110.00	$216,000.00	$1,395,110.00
Award Fee	$ 409,578.00	$ 0.00	$ 409,578.00
Total CPAF	$8,147,734.00	$216,000.00	$8,363,734.00

2. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$4,131,941.00	$ 0.00	$4,131,941.00
Incentive Fee	$ 545,869.94	$ 0.00	$ 545,869.94
Total CPIF	$4,677,810.94	$ 0.00	$4,677,810.94

The period of allotment for CLIN 1 is unchanged from 10/17/00 as stated in Modification Number 34.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,738,156.00	$216,000.00	$7,954,156.00
Award Fee	$ 409,578.00	$ 0.00	$ 409,578.00
Total CPAF	$8,147,734.00	$216,000.00	$8,363,734.00

The period of allotment for CLIN 2 is extended through 11/06/00 in accordance with Raytheon STX E-Mail message dated 09/19/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for CLIN 2 Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57714A(1C)	685-459-10-60-20	800/10110(00)	68-2624	A200	$ 1,000.00	2
630-57716A(1C)	633-370-03-00-05	800/10110(00)	63-2624	A200	$ 8,000.00	2
630-57719A(1C)	602-370-10-17-78	800/10110(00)	60-2529	B401	$ 30,000.00	2
630-57720A(1C)	631-399-20-01-13	800/10110(00)	63-2624	A200	$ 30,000.00	2
630-57723A(1C)	631-839-40-14-78	800/10110(00)	63-2529	B401	$ 30,000.00	2
630-57727A(1C)	633-370-20-03-78	800/10110(00)	63-2529	B401	$ 15,000.00	2
630-57727B(1C)	633-332-17-10-78	800/10110(00)	63-2529	B401	$100,000.00	2
630-57728A(1C)	633-748-01-01-01	800/10110(00)	63-2624	A200	$ 2,000.00	2

TOTAL FUNDING: $216,000.00

--END OF MODIFICATION--

AMENDMENT OF SOLICIT[illegible]ON/MODIFICATION OF CONTRA[illegible]	1. CONTRACT ID CODE	PAGE(S) 1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-six (36)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to 52.232-22—LIMITATION OF FUNDS (APR 1984) and Clause B.5—ESTIMATED COST INCREASES

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provisionally increases the estimated cost of CLIN 2 of the contract and provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 09/20/00

Accordingly,

1. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$3,446,631.00	$124,085.00	$3,570,716.00
Incentive Fee	$ 443,046.15	$ 14,867.48	$ 457,913.63
Total CPIF	$3,889,677.15	$138,952.48	$4,028,629.63

The period of allotment is extended through 07/18/00 in accordance with Raytheon STX E-Mail message dated 06/08/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$6,989,046.00	$749,110.00	$7,738,156.00
Award Fee	$ 430,287.00	$ 0.00	$ 430,287.00
Total CPAF	$7,419,333.00	$749,110.00	$8,168,443.00

The period of allotment is extended through 09/14/00 in accordance with Raytheon STX E-Mail message dated 06/08/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57676A(1C)	120-030-09-01-01	8000112(00)	63-2624	A200	$ 860.00	2
630-57679A(1C)	633-332-17-10-78	800/10110(00)	63-2529	B401	$150,000.00	2
630-57680A(1C)	632-370-03-00-78	800/10110(00)	63-2529	B401	$150,000.00	2
630-57681A(1C)	631-315-30-33-78	800/10110(00)	63-2529	B401	$ 60,000.00	2
630-57681B(1C)	631-399-23-01-78	800/10110(00)	63-2529	B401	$120,809.00	2
630-57681C(1C)	631-399-36-10-78	800/10110(00)	63-2529	B401	$ 73,200.00	2
630-57682A(1C)	633-212-62-10-78	800/10110(00)	63-2529	B401	$300,000.00	*
630-57683A(1C)	660-399-50-01-05	800/10110(00)	66-2624	A200	$ 1,000.00	2
630-57683B(1C)	602-370-25-01-10	800/10110(00)	66-2624	A200	$ 1,000.00	2
630-57683C(1C)	602-370-10-17-01	800/10110(00)	66-2624	A200	$ 1,000.00	2
661-57826A(1C)	660-399-50-01-05	800/10110(00)	66-2550	A501	$ 20,400.00	2
630-57685A(1C)	633-212-62-10-78	809/00110(99)	63-2529	B401	$ 959.64	2
630-57689A(1C)	631-440-05-97-24	809/00110(99)	63-2624	A200	$ 3,833.84	2
630-57689B(1C)	631-399-21-20-24	809/00110(99)	63-2624	A200	$ 5,000.00	2

TOTAL FUNDING: $888,062.48

*PCN 630-57682A(1C) obligates $138,952.48 to CLIN 1 and $161,047.52 to CLIN 2 for a total obligation of $300,000.00.

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-four (34)		See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **See Page 2 of 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Unilateral Modification pursuant to FAR 52.232-22—LIMITATION OF FUNDS (APR 1984)**

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification moves $449,321 of funding from CLIN 2 to CLIN 1 and provides $449,321 of new funding to CLIN 2.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED August 15, 2000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-seven (37)	See Block 16c	N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2—CHANGES—COST REIMBURSEMENT (AUG 1987)—ALTERNATE I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises Table A1 titled "Computer Hardware List for Performance Based Part of Contract".

(See Page 2 of 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)	
LORI E. WEBER DIRECTOR, CONTRACTS & PROCUREMENT		Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR Lori E Weber (Signature of person authorized to sign)	15C. DATE SIGNED 10/26/00	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 11/22/06

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Item A "Statement of Work", Table A1 titled "Computer Hardware List for Performance Based Part of Contract" dated January 21, 2000 is hereby deleted in its entirety and replaced with the revised Table A1 titled "Computer Hardware List for Performance Based Part of Contract" dated September 21, 2000.

2. In accordance with paragraph (e) of the Changes clause, the parties hereby agree that the estimated cost of this contract is not increased or decreased by this modification.

3. This modification is hereby agreed to by both parties. The Contractor hereby releases the Government from any and all liability for further adjustments to this contract as a result of the changes specified within this supplemental agreement.

END OF MODIFICATION

Attachment: Consisting of 4 pages and containing Table A1 titled "Computer Hardware List for Performance Based Part of Contract" dated September 21, 2000

Table A1 (9/21/2000)
Computer Hardware List for
Performance Based Part of Contract

		Availability Weights
BORNEO -	DEC 3000/600 Workstation, Serial # NI44500RP1	1
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	1 – DEC RZ26 1 GB Disk Drive	
	1 – Conner 4 GB Disk Drive	
	1 – Python 28388 4 mm Tape Drive	
	1 – DEC TZ88 DLT Tape Drive	___
		1
NDADSA -	Alpha 1000A, Serial # N1623031H5	5
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	DEC TL822 DLT Jukebox	5
	8 – Andataco 9 GB Disk Drives	0.25 ea = 2
	2 – DEC RZ28 2 GB Disk Drives	0.5 ea = 1
	2 – DEC RZ29 4 GB Disk Drives	0.5 ea = 1
		14
NDADSB -	Alpha 1000A, Serial # NI62202D7N	4
	256 MB Memory	
Peripherals:	DEC CD-ROM	
	Falcon #5-4/9000B-WDE4 4X9 GB Disk Tower	2
	1 – DirectTech 15150-1 4 GB Disk Drive	1
	1 – Seagate ST410800N 9 GB Disk Drive	1
	1 – Sylvest SY/T1400ES-DEC 8 mm Tape Drives	1
	1 – Andataco DLT Tape Drive	2
	3 – DEC RZ28 2 GB Disk Drives	1 ea = 3
		14

NDADSC -	Alpha 2100A, Serial # N151600VUG		4
	512 MB Memory		
Peripherals:	DEC CD-ROM		
	8 – Andataco 9 GB Disk Drives	0.25 ea =	2
	1 – DEC TLZ7L-DA 4 mm Tape Drive		1
	1 – DEC TLZ9L-DA 4 mm Tape Drive		1
	6 – DEC RZ29 4 GB Disk Drives	0.5 ea =	3
	1 – DEC RZ28 2 GB Disk Drive		1
	1 – Andataco DLT Tape Drive		2
	1 – Micropolis 1991-27MZ 9GB Disk Drive		1
			15

NDADSD -	VAX 6410, Serial # AG01512716		2
	128 MB Memory		
Peripherals:	2 – Cygnet Jukeboxes with		
	4 Sony WDD600-01 Disk Drives and	1 ea =	4
	4 Sony WDD610-01 Controllers	1 ea =	4
	1 – Standalone Sony WDD600-01 Disk Drive		1
	1 – Standalone Sony WDD610-01 Controller		1
	3 – DEC TA81-AA 9-Track Tape Drives	.25 ea =	.75
	1 – DEC TA79-BF 9-Track Tape Drive		.25
	1 – DEC TU79-AF 9-Track Tape Drive		.25
	1 – DEC TA78-AA 9-Track Tape Drive		.25
	2 – DEC RA90 Disk Drives	0.5 ea =	1
	2 – DEC RA92 Disk Drives	0.75 ea =	1.5
			16

NDADSE -	SUN UltraSPARC E3000, Serial # 729F0BE6		2
Peripherals:	1 – Toshiba XM-5401 CD-ROM		
	1 – ATL DLT 4000 Jukebox		2
	2 – Seagate ST34271W Disk Drives		
	4 – Seagate ST410800W Disk Drives		
	1 – Python 4 mm Tape Drive		
	1 – Exabyte 8505 8 mm Tape Drive		
	1 – SUN DLT Tape Drive		
	1 TB Magnetic Disk Storage		6
			10

NDADSF -	StorageWorks HS241, Serial # NI63915200		2
Peripherals:	40 – DEC RZ29 4 GB Disk Drives	0.2 ea =	8
	(Use 3 each for spares)		10

MOCHA -	SUN Ultra 2, Serial # 816FC1B2	2
	256 MB Memory	
Peripherals:	2 – Seagate ST34271W Disk Drives	
	1 – HP 4 mm Tape Drive	___
		2
NDADSG -	SUN Ultrasparc Enterprise 250, Serial # 013H24AD	2
Peripherals:	1 - Toshiba XM-5401 CD-ROM	
	1 - Floppy Drive	
	1 - Sun Internal 9.0 GB Disk Drive	
	4 - Seagate ST410800W Disk Drives Tower, Serial # 00003570	_____
		2
LEWES -	SUN Ultrasparc Enterprise 250, Serial # 030N3374	2
Peripherals:	1 - Toshiba XM-5401 CD-ROM	
	17 " Color Monitor, Serial # 01204090023KW1770	
	1 - Floppy Drive	
	1 - Sun Internal 9.0 GB Disk Drive, S/N 0061520024470452	
	1 - Sun Internal 18.2 GB Disk Drive, S/N 00207720026T0PAK3 and 00207720026T0NRXL	
	2 - APS FG101269 50 GB Disk Drives, Serial # 20160548 and 20160551	_____
		2
NCFMRB -	Alpha 1000A, Serial # NI6211029MZ	2
	128 MB Memory	
Peripherals:	DEC CD-ROM	
	1 – Falcon ST410800WD 4X9 GB Disk Tower	2
	1 – Exabyte 8 mm Tape Drive	0.5
	1 – Winchester FLASHDAT 8 mm Tape Drive	0.5
	1 – Sylvest SY/T4000ES-DEC 4 mm Tape Stacker	0.5
	1 – Sylvest SY/T1600ES-DEC 4 mm Tape Drive	0.5
	1 – DEC TKZ61-AC 3480/3490 Cartridge Drive	5
	2 – Kennedy M4 9914R 9-Track Drives 0.5 ea =	1
	1 – Quantum TH5EA-EA DLT Tape Drive Stacker	1
	1 – Andataco DLT Tape Drive	1
	2 – DEC RZ28 2 GB Disk Drives 0.5 ea =	1
		15

NCFMRS -	VAXStation 4000, Serial # AB31502XCV	1	
	16 MB Memory		
Peripherals:	1 – Seagate ST41200N 2 GB Disk Drive		
	1 – Kennedy 9914D 9-Track Tape Drive		
	1 – Kennedy 9100 7-Track Tape Drive		
	1 – Kennedy 9219 Formatter		
	1 – Winchester FLASHDAT 8 mm Tape Drive	___	
			1
NCFMR -	MicroVAX II, Serial # WF90311629	1	
	13 MB Memory		
Peripherals:	1 – Optimum 1000M Optical Disk Drive		
	1 – Alphatronix INSPIRE Optical Disk Drive	___	
			1
NCFVCS -	MicroVAX 3400, Serial # WF01535182	0	
	12 MB Memory		
Peripherals:	3 – DEC RF30 Disk Drives	___	
			0
Rotary Power & Distribution Modules, Serial # 1053-01&1273			1

NAS5-98156
Modification 37
Attachment

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-eight (38)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to 52.232-22—LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provides funds for continued performance under the contract.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10/18/00

Accordingly,

1. Clause B.7— CONTRACT FUNDING— is revised as follows:

A. CLIN 1:

	FROM	BY	TO
Estimated Cost	$4,131,941.00	$357,200.00	$4,489,141.00
Incentive Fee	$ 545,869.94	$ 42,800.00	$ 588,669.94
Total CPIF	$4,677,810.94	$400,000.00	$5,077,810.94

The period of allotment for CLIN 1 is hereby extended through 11/20/00 in accordance with Raytheon STX e-mail message dated 10/17/00.

B. CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,954,156.00	$ 0.00	$7,954,156.00
Award Fee	$ 409,578.00	$ 0.00	$ 409,578.00
Total CPAF	$8,363,734.00	$ 0.00	$8,363,734.00

The period of allotment for CLIN 2 is unchanged and is through 11/06/00.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for CLIN 1 Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07847A(1C)	633-212-62-10-78	800/10110(00)	63-2529	B401	$400,000.00	1

TOTAL FUNDING: $400,000.00

--END OF MODIFICATION--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Thirty-nine (39)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause B.5—ESTIMATED COST INCREASES
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] 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 mater where feasible.)

This modification definitizes the Contractor's Cost Growth proposal for CLIN 2 of the contract.

(See Page 2 of 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)	
LORI E. WEBER DIRECTOR, CONTRACTS & PROCUREMENT		Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Lori E. Weber (Signature of person authorized to sign)	11/29/00	BY Mary V. Stevens (Signature of Contracting Officer)	11/30/00

Accordingly,

1. As shown Below, Clause B.3— CONTRACT VALUE— is revised to increase the estimated cost of CLIN 2 of the contract to reflect cost growth:

CLIN 2:

	FROM	BY	TO
Estimated Cost	$6,559,046.00	$1,453,057.00	$8,012,103.00
Provisional Increase to Estimated Cost	$1,395,110.00	($1,395,110.00)	$ 0.00
Award Fee	$ 409,578.00	$ 0.00	$ 409,578.00
Total CPAF	$8,363,734.00	$ 57,947.00	$8,421,681.00

2. Clause B.7— CONTRACT FUNDING— is revised as follows:

CLIN 2:

	FROM	BY	TO
Estimated Cost	$7,954,156.00	$54,355.00	$8,008,511.00
Award Fee	$ 409,578.00	$ 0.00	$ 409,578.00
Total CPAF	$8,363,734.00	$54,355.00	$8,418,089.00

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for CLIN 2 Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-57731A(1C)	631-399-20-01-13	800/10110(00)	63-2624	A200	$17,000.00	2
696-09136A(1C)	696-370-17-01-24	800/10110(00)	69-2550	A501	$12,355.00	2
696-09136B(1C)	696-370-17-01-25	800/10110(00)	69-2550	A501	$25,000.00	2

TOTAL FUNDING: $54,355.00

--END OF MODIFICATION--

AMENDMENT OF SOLICIT. ION/MODIFICATION OF CONTRA	1. CONTRACT ID CODE	PAGE(S) 1 OF 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty (40)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 of 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification Pursuant to FAR 52.217-9 (MAR 1989) – OPTION TO EXTEND THE TERM OF THE CONTRACT

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification exercises Option 1.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 11/30/00

Accordingly,

1. As a result of exercising Option 1 of the contract, Clause B.3— CONTRACT VALUE— is revised to increase the estimated cost of CLIN 1 and CLIN 2 as shown below:

CLIN 1

	From	By	To
Estimated Cost	$6,032,677.00	$2,561,969.00	$8,594,646.00
Technical Incentive Fee Earned	$ 270,049.88	$ 0.00	$ 270,049.88
Remaining Available Technical Incentive Fee	$ 79,656.00	$ 153,974.50	$ 233,630.50
Target Cost Incentive Fee	$ 361,694.50	$ 153,974.50	$ 515,669.00
Total CPIF	$6,744,077.38	$2,869,918.00	$9,613,995.38

CLIN 2:

	From	By	To
Estimated Cost	$8,012,103.00	$3,414,890.00	$11,426,993.00
Award Fee Earned	$ 294,877.00	$ 0.00	$ 294,877.00
Remaining Available Award Fee	$ 114,701.00	$ 239,384.00	$ 354,085.00
Total CPAF	$8,421,681.00	$3,654,274.00	$12,075,955.00

2. Clause B.7— CONTRACT FUNDING— is revised as follows:

CLIN 1:

	From	By	To
Estimated Cost	$4,489,141.00	$406,760.00	$4,895,901.00
Incentive Fee	$ 588,669.94	$ 48,740.00	$ 637,409.94
Total CPIF	$5,077,810.94	$455,500.00	$5,533,310.94

The period of allotment for CLIN 1 is hereby extended through 02/01/01 in accordance with Raytheon STX e-mail message dated 11/29/00.

CLIN 2:

	From	By	To
Estimated Cost	$8,008,511.00	$856,900.00	$8,865,411.00
Award Fee	$ 409,578.00	$ 60,000.00	$ 469,578.00
Total CPAF	$8,418,089.00	$916,900.00	$9,334,989.00

The period of allotment for CLIN 2 is hereby extended through 02/01/01 in accordance with Raytheon STX e-mail message dated 11/29/00.

3. As shown below, Clause C.3 "LEVEL-OF-EFFORT (COST) (Applicable to CLIN 2)", paragraph (a)(1) is revised to read as follows:

"(a)(1) During the term of the contract, the Contractor is obligated to provide 241,956 labor hours plus or minus 10%. The total direct labor hours are distributed in accordance with Attachment C— Skill Mix."

4. Clause F.5 "PERIOD OF PERFORMANCE" is revised to extend the period of performance for a period of 3 years from the effective date of this contract.

5. Clause G.14 "CONTRACT FEE STRUCTURE" is revised to include the available technical incentive fee amounts for the option period. Accordingly, paragraph (d) is revised to include the following"

Period #	Period	Available Amount
5	6 Months	$76,987.25
6	6 Months	$76,987.25

6. As shown below, Clause J.1 "LIST OF ATTACHMENTS", Attachment L "Performance Evaluation Plan", Attachment III-A "Evaluation Periods and Maximum Available Award Fee" is revised to include the maximum available award fee for evaluation periods 5 and 6.

Period Number	Start Date	End Date	Maximum Available Award Fee
5	December 1, 2000	May 31, 2001	$119,692
6	June 1, 2001	November 20, 2001	$119,692

Accordingly, Clause J.1 "LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)— Item L "Performance Evaluation Plan" is revised as follows:

Delete:

"Attachment	Description	Date	No. of Pages
L	Performance Evaluation Plan	06/01/00	28"

Add:

"Attachment	Description	Date	No. of Pages
L	Performance Evaluation Plan	12/01/00	28"

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07854A(1C)	633-212-62-10-78	801/20110(01)	63-2529	B401	$1,200,000.00	*
630-07851A(1C)	633-216-20-01-01	800/10110(00)	63-2624	A200	$ 160,000.00	2
695-09134A(1C)	695-624-06-86-78	800/10110(00)	69-2529	B401	$ 12,400.00	2

TOTAL FUNDING: $1,372,400.00

*PCN 630-07854A(1C) obligates $455,500.00 to CLIN 1 and $744,500.00 to CLIN 2 for a total obligation of $1,200,000.00.

--END OF MODIFICATION—

Attachment: Consisting of Attachment L "Performance Evaluation Plan" dated December 1, 2000 and containing 28 pages.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty-one (41)		630-07859A(1P)	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE: | FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 JON: 633-212-62-10-78 APP: 801/20110(01) BLI: A701 OC: 63-2624 AMT: $0 PPC: BX

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

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: 52.243-2 CHANGES--COST REIMBURSEMENT (AUG 1987) ALTERNATE I (APR 1984). 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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification directs the Contractor to cease all efforts associated with Statement of Work items 1.5 "ROSAT Science Data Processing and Management", 1.6 "ASCA Science Data Processing and Management", and 1.7 "Electronic Handbooks".

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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED DEC 13 2000

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment A "Statement of Work" is revised to delete Statement of Work items 1.5 "ROSAT Science Data Processing and Management", 1.6 "ASCA Science Data Processing and Management", and 1.7 "Electronic Handbooks".

2. In accordance with paragraph (c) of FAR Clause 52.243-2 "Changes—Cost Reimbursement, Alternate I", the Contractor shall submit its credit proposal within thirty (30) days of this modification.

3. All other Terms and Conditions are unchanged as a result of this modification.

--END OF MODIFICATION—

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty-two (42)		N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2—CHANGES—COST REIMBURSEMENT (AUG 1987)—ALTERNATE I (APR 1984) and Clause G.14—CONTRACT FEE STRUCTURE
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 4 copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This no cost modification revises Attachment A "Statement of Work" and Attachment G "Technical Incentive Fee Computation".

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)	
LORI E. WEBER DIRECTOR, CONTRACTS & PROCUREMENT		Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) Lori E. Weber	15C. DATE SIGNED 12/26/00	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED DEC 28 2000

Accordingly,

1. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment A "Statement of Work" is revised to change "NDADS" references to "On-line Dissemination Environment" in Metrics M3 – M7. Accordingly,

   Delete:

"Attachment	Description	Date	No. of Pages
A	Statement of Work	03/03/00	45"

   Add:

"Attachment	Description	Date	No. of Pages
A	Statement of Work	12/01/00	46"

2. Clause J.1—LIST OF ATTACHMENTS (GSFC 52.211-101)(OCT 1988)—Attachment G "Technical Incentive Fee Computation" is revised to change the "Activity Weights". The parties hereby agree that these revised weights are effective for the period beginning 12/1/00. Accordingly,

   Delete:

"Attachment	Description	Date	No. of Pages
G	Technical Incentive Fee Computation	01/01/00	5"

   Add:

"Attachment	Description	Date	No. of Pages
G	Technical Incentive Fee Computation	12/01/00	5"

3. The parties hereby agree that the estimated cost of this contract is not increased as a result of this modification.

4. This modification is hereby agreed to by both parties. The Contractor hereby releases the Government from any and all liability for further adjustments to this contract as a result of the changes specified within this supplemental agreement.

--END OF MODIFICATION—

Attachments: Consisting of Contract Attachment A "Statement of Work" dated December 1, 2000 and containing 46 pages.

Consisting of Contract Attachment G "Technical Incentive Fee Computation" dated December 1, 2000 and containing 5 pages.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty Three (43)	See Block 16c	N/A	

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause G.14 "Contract Fee Structure"

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of incentive fee earned during Incentive Fee Period 4 (from June 1, 2000 through November 30, 2000).

The Government has determined that an incentive fee of $76,605.18 (96.17% of the available incentive fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary V. Stevens Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Mary V. Stevens (Signature of Contracting Officer)	16C. DATE SIGNED 12/22/00

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" as follows:

CLIN 1

	From	By	To
Estimated Cost	$8,594,646.00	$ 0.00	$8,594,646.00
Technical Incentive Fee Earned	$ 270,049.88	$ 76,605.18	$ 346,655.06
Remaining Available Technical Incentive Fee	$ 233,630.50	($ 79,656.00)	$ 153,974.50
Target Cost Incentive Fee	$ 515,669.00	$ 0.00	$ 515,669.00
Total CPIF	$9,613,995.38	($ 3,050.82)	$9,610,944.56

--END OF MODIFICATION--

AMENDMENT OF SOLICITATI /MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty-Four (44)		N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 4 (from June 1, 2000 through November 30, 2000).

The Government has determined that an award fee of $103,307 (approximately 89 percent of the available award fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED January 12, 2001

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

	From	By	To
Estimated Cost	$11,426,993	$ 0	$11,426,993
Award Fee Earned	$ 294,877	$ 102,307	397,184
Remaining Available Award Fee	$ 354,085	($ 114,701)	$ 239,384
Total CPAF	$12,075,955	($ 12,394)	$12,063,561

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

   "The Contractor can earn award fee from a minimum of zero dollars to the maximum of $636,568 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $102,307 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

--END OF MODIFICATION NO. 44--

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty (45)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **See Page 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification provides additional funding for continued contract performance.

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY James S. King (Signature of Contracting Officer)	16C. DATE SIGNED 1/19/01

NSN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

CLIN 1:

	From	By	To
Estimated Cost	$4,895,901.00	$443,231.00	$5,339,132.00
Incentive Fee	$ 637,409.94	$ 47,425.00	$ 684,834.94
Total CPIF	$5,533,310.94	$490,656.00	$6,023,966.94

The period of allotment for CLIN 1 is estimated to allow for performance through 03/01/01.

CLIN 2:

	From	By	To
Estimated Cost	$8,865,411.00	$987,344.00	$ 9,852,755.00
Award Fee	$ 469,578.00	$ .00	$ 469,578.00
Total CPAF	$9,334,989.00	$987,344.00	$10,322,333.00

The period of allotment for CLIN 2 is estimated to allow for performance through 03/01/01.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07860A(1C)	630-755-07-01-01	801/20110(01)	63-2624	A701	$ 75,000.00	2
630-07864A(1C)	633-370-28-30-01	801/20110(01)	63-2624	A701	$ 275,000.00	2
630-07865A(1C)	633-216-20-02-01	800/10110(00)	63-2624	A200	$ 100,000.00	2
630-07866A(1C)	633-212-62-10-78	800/10110(00)	63-2529	B401	$ 1,000,000.00	*
660-07968A(1C)	669-399-35-01-01	801/20110(01)	66-2550	A701	$ 23,000.00	2
660-07968B(1C)	669-399-23-01-01	801/20110(01)	66-2550	A701	$ 5,000.00	2

TOTAL FUNDING: $1,478,000.00

*PCN 630-07866A(1C) obligates $490,656 to CLIN 1 and $509,344 to CLIN 2 for a total obligation of $1,000,000.

--END OF MODIFICATION—

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty Six (46)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**	9B. DATED *(SEE ITEM 11)*:
	10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 3** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **52.243-2 Changes Clause, Alternate 1**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [x] 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 mater where feasible.)

This modification provides complete and equitable adjustment to Option 1 for contract changes issued under prior modification No. 41. Accordingly:

(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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Julie G. Smith Principal Contract Administrator	James S. King Contracting Officer
15B. CONTRACTOR/OFFEROR: Julie G Smith (Signature of person authorized to sign)	15C. DATE SIGNED: 2/5/01
16B. UNITED STATES OF AMERICA BY: James S King (Signature of Contracting Officer)	16C. DATE SIGNED: 2/9/01

I. Prior Modification No. 41 deleted statement of work requirements under CLIN 1 of the contract in the areas of WBS 1.5 (ROSAT science data processing and management), WBS 1.6 (ASCA science data processing and management), and WBS 1.7 (Electronic Handbooks). In recognition of the impact of these changes to Option Year 1, the contract value for CLIN 1 is reduced by $458,959. Therefore, Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" is revised as follows:

CLIN 1

	From	By	To
Estimated Cost	$8,594,646.00	($409,785.00)	$ 8,184,861.00
Technical Incentive Fee Earned	$ 346,655.06	$ 0.00	$ 346,655.06
Remaining Available Technical Incentive Fee	$ 153,974.50	($ 24,587.00)	$ 129,387.50
Target Cost Incentive Fee	$ 515,669.00	($ 24,587.00)	$ 491,082.00
Total CPIF	$9,610,944.56	($ 458,959.00)	$ 9,151,985.56

II. Release

This modification provides complete and full equitable adjustment to Option 1 (Year 3) for the changes issued under prior contract modification No. 41, and for the Contractor's Credit Calculation for Option 1, submitted via electronic mail on January 11, 2001.

This modification **does not** provide complete and full equitable adjustment to Option 2 and Option 3 for the changes issued under prior modification No 41, as these options are unexercised at this time. The following statements are agreed to by the parties:

a) the values for Option 2 and Option 3 CLIN 1 (performance-based services) include the costs and associated fee for effort (CLIN 1.5, 1.6, and 1.7) that was deleted from the statement of work via Modification No. 41;
b) upon exercise of either or both of these Options under CLIN 1, the value of the exercised option(s) must be downwardly adjusted to reflect appropriate crediting for the deleted work;
c) the parties preliminarily agree that the appropriate credit to the Options for the deleted work is $460,871 for Option 2 (consisting of target cost of $411,492 and target incentive fee of $49,379) and $462,081 for Option 3 (consisting of target cost of $412,572 and target incentive fee of $49,509); and
d) these preliminary agreements cited under c), above, are not binding on either party, and the parties must mutually agree to the value of the equitable adjustment for the deleted effort at the time of Option exercise.

The Contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributable to such facts and circumstances giving rise to the aforesaid proposal for credit adjustment to Option 1.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT
630-07859A(2C)	633-212-62-10-78	801/20110(01)	63-2624	A701	$ 0

--END OF MODIFICATION--

AMENDMENT OF SOLICITA[illegible]N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty Seven (47)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**	9B. DATED *(SEE ITEM 11)*:
	10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)/bilateral due to inclusion of contract attachments

E. IMPORTANT: Contractor [ ] is not, [x] 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 mater where feasible.)

This modification provides additional funding for continued contract performance, and revises Clause J.1—LIST OF ATTACHMENTS- to incorporate a revised Subcontracting Plan and a new Safety and Health Plan.

(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)
LORI E. WEBER DIRECTOR, CONTRACTS & PROCUREMENT	James S. King Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED: 3/12/01
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED: 3/19/01

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

CLIN 1:

	From	By	To
Estimated Cost	$5,339,132.00	$368,482	$5,707,614.00
Incentive Fee	$ 684,834.94	$ 43,518	$ 728,352.94
Total CPIF	$6,023,966.94	$412,000	$6,435,966.94

The allotment for CLIN 1 is estimated to allow for performance through 03/27/01.

CLIN 2:

	From	By	To
Estimated Cost	$ 9,852,755.00	$ 0	$ 9,852,755.00
Award Fee	$ 469,578.00	$ 0	$ 469,578.00
Total CPAF	$10,322,333.00	$ 0	$10,322,333.00

The allotment for CLIN 2 is estimated to allow for performance through 04/18/01.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07875A(1C)	632-212-61-18-78	801/20110(01)	63-2529	B401	$ 150,000.00	1
630-07877A(1C)	633-322-60-10-02	801/20110(01)	63-2624	A701	$ 100,000.00	1
630-07877B(1C)	633-428-50-01-01	801/20110(01)	63-2624	A701	$ 12,000.00	1
696-09151A(1C)	696-212-50-80-25	801/20110(01)	69-2550	A501	$ 122,800.00	1
696-09151B(1C)	690-370-03-04-25	801/20110(01)	69-2550	A501	$ 7,300.00	1
696-09151C(1C)	690-370-10-02-25	801/20110(01)	69-2550	A501	$ 4,200.00	1
696-09151D(1C)	690-370-16-55-25	801/20110(01)	69-2550	A501	$ 6,700.00	1
696-09151E(1C)	690-370-17-32-25	801/20110(01)	69-2550	A501	$ 8,800.00	1
696-09151F(1C)	690-370-17-33-25	801/20110(01)	69-2550	A501	$ 200.00	1
TOTAL FUNDING:					$ 412,000.00	

2. Clause J.1—LIST OF ATTACHMENTS- is revised as follows:

Attachment D, Small Business Subcontracting Plan, dated November 30, 2000 is incorporated, replacing the prior version of Attachment D;

Attachment E, Safety and Health Plan, Dated February 7, 2001, is incorporated, whereas Attachment E was previously marked "reserved."

--END OF MODIFICATION—

AMENDMENT OF SOLICITAT[illegible]/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty Eight (48)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:	FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [x] 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 mater where feasible.)

This modification provides additional funding for continued contract performance.

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [signature] (Signature of Contracting Officer)	16C. DATE SIGNED 4/18/01

NSN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

CLIN 1:

	From	By	To
Estimated Cost	$5,707,614.00	$ 56,566	$5,764,180.00
Incentive Fee	$ 728,352.94	$ 6,053	$ 734,405.94
Total CPIF	$6,435,966.94	$ 62,619	$6,498,585.94

The allotment date for CLIN 1 is unchanged as a result of this action.

CLIN 2:

	From	By	To
Estimated Cost	$ 9,852,755.00	$ 0	$ 9,852,755.00
Award Fee	$ 469,578.00	$ 0	$ 469,578.00
Total CPAF	$10,322,333.00	$ 0	$10,322,333.00

The allotment for CLIN 2 is estimated to allow for performance through 04/18/01.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	QC	BLI	AMT	CLIN
630-07885A(1C)	631-212-65-20-01	800/10110(00)	63-2590	A701	$ 10,079.00	1
630-07886A(1C)	633-216-20-01-01	800/10110(00)	63-2590	A701	$ 7,158.00	1
630-07886B(1C)	633-216-20-02-01	800/10110(00)	63-2590	A701	$ 45,382.00	1
TOTAL FUNDING:					$ 62,619.00	

--END OF MODIFICATION—

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Forty Nine (49)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [x] 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 mater where feasible.)

This modification provides additional funding for continued contract performance.

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY James S. King (Signature of Contracting Officer)	16C. DATE SIGNED 5/16/01

NSN 7540-01-152-8070 STANDARD FORM 30 (REV. 10-83)

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

CLIN 1:

	From	By	To
Estimated Cost	$5,764,180.00	$774,323	$6,538,503.00
Incentive Fee	$ 734,405.94	$ 91,447	$ 825,852.94
Total CPIF	$6,498,585.94	$865,770	$7,364,355.94

The allotment for CLIN 1 is estimated to allow for performance through September 25, 2001.

CLIN 2:

	From	By	To
Estimated Cost	$ 9,852,755.00	$1,347,620	$11,200,375.00
Award Fee	$ 469,578.00	$ 75,062	$ 544,640.00
Total CPAF	$10,322,333.00	$1,422,682	$11,745,015.00

The allotment for CLIN 2 is estimated to allow for performance through September 25, 2001.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
572-07080A(1C)	570-019-08-03-10	801/20110(01)	57-2550	A501	$ 3,925.00	2
630-07890A(1C)	633-212-62-10-78	801/20110(01)	63-2529	B401	$1,900,000.00	*
630-07893A(1C)	120-030-09-01-01	801/20112(01)	12-2624	A200	$ 600.00	2
630-07894A(1C)	631-839-40-14-78	800/10110(00)	63-2529	B401	$ 6,927.00	2
630-07895A(1C)	632-344-14-10-01	801/20110(01)	63-2590	A701	$ 37,000.00	2
630-07901A(1C)	633-216-20-02-03	801/20110(01)	63-2590	A701	$ 250,000.00	2
630-07902A(1C)	630-039-09-01-28	801/20110(01)	63-2411	A200	$ 20,000.00	2
660-08036A(1C)	665-399-50-40-01	801/20110(01)	66-2550	A701	$ 70,000.00	2

TOTAL FUNDING: $ 2,288,452.00

*$865,770 of this amount is allocated to CLIN 1, and $1,034,230 is allocated to CLIN 2.

--END OF MODIFICATION NO. 49—

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty (50)	See Block 16c	N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)**

E. IMPORTANT: Contractor [ ] is not, [x] 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 mater where feasible.)

This modification incorporates a new clause into the contract entitled "Security Requirements for Unclassified Information Technology Resources (NFS 1852.204-76, as modified by GSFC).

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
LORI E. WEBER DIRECTOR, CONTRACTS & PROCUREMENT		James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Lori E. Weber (Signature of person authorized to sign)	6/11/01	BY James S. King (Signature of Contracting Officer)	6·18·01

NSN 7540-01-152-8070

STANDARD FORM 30 (REV. 10-83)

This modification incorporates a new clause into the contract entitled "Security Requirements for Unclassified Information Technology Resources" (NFS 1852.204-76, as modified by GSFC), into Section I of the Contract. This clause becomes Clause I.13 in the contract schedule, and the text of the clause is as follows:

I.13 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76, as modified by GSFC)

(a) The Contractor shall comply with the security requirements outlined in NASA Policy Directive (NPD) 2810.1, Security of Information Technology, and NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology. These policies apply to all IT systems and networks under NASA's purview operated by or on behalf of the Federal Government, regardless of location.

(b) (1) The Contractor shall ensure compliance by its employees with Federal directives and guidelines that deal with IT Security including, but not limited to, OMB Circular A-130, Management of Federal Information Resources, OMB Circular A-130 Appendix III, Security of Federal Automated Information Resources, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and all applicable Federal Information Processing Standards (FIPS).

(2) All Federally owned information is considered sensitive to some degree and must be appropriately protected by the Contractor as specified in applicable IT Security Plans. Types of sensitive information that may be found on NASA systems that the Contractor may have access to include, but are not limited to --

(i) Privacy Act information (5 U.S.C. 552a et seq.);

(ii) Export Controlled Data, (e.g. Resources protected by the International Traffic in Arms Regulations (22 CFR Parts 120-130)).

(3) The Contractor shall ensure that all systems connected to a NASA network or operated by the Contractor for NASA conform to NASA and Center security policies and procedures.

(c) (1) GSFC will screen all Contractor personnel in accordance with NPG 2810.1, Section 4.5.

(2) The Contractor shall support a National Agency Check investigation that GSFC will perform for all employees. The Contractor shall submit a "Name Check Request for National Agency Check (NAC) investigation" (NASA Form 531), and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) for all personnel to the Center Chief of Security. The required forms may be obtained from the Center Chief of Security. Employees will have access while the forms are being completed and submitted and while the NAC and security check is being performed. In the event that the NAC is not satisfactory, access shall be terminated. At the option of the

Government, background screenings may not be required for employees with recent or current Federal Government investigative clearances.

(3) The Contractor shall have an employee checkout process that ensures:

(i) Return of badges, keys, electronic access devices and NASA equipment;

(ii) Notification to NASA of planned employee terminations at least three (3) days in advance of the employee's departure. In the case of termination for cause, NASA shall be notified immediately. All NASA accounts and/or network access granted terminated employees shall be disabled immediately upon the employee's separation from the Contractor; and

(iii) That the terminated employee has no continuing access to systems under the operation of the Contractor for NASA. Any access must be disabled the day the employee separates from the Contractor.

(4) Granting a non-permanent resident alien (foreign national) access to NASA IT resources requires special authorization. The Contractor shall obtain authorization from the Center Chief of Security prior to granting a non-permanent resident alien access to NASA IT systems and networks.

(d) (1) The Contractor shall ensure that its employees with access to NASA information resources receive annual IT security awareness and training in NASA IT Security policies, procedures, computer ethics, and best practices. GSFC will provide the training to on-site (at GSFC) employees.

(2) The Contractor shall employ an effective method for communicating to all its employees and assessing that they understand any Information Technology Security policies and guidance provided by the Center Information Technology Security Manager (CITSM) and/or Center CIO Representative as part of the new employee briefing process. The Contractor shall ensure that all employees represent that they have read and understand any new Information Technology Security policy and guidance provided by the CITSM and Center CIO Representative over the duration of the contract.

(3) The Contractor shall ensure that its employees performing duties as system and network administrators, in addition to performing routine maintenance, possess specific IT security skills. These skills include the following:

(i) Utilizing software security tools.

(ii) Analyzing logging and audit data.

(iii) Responding and reporting to computer or network incidents as per NPG 2810.1.

(iv) Preserving electronic evidence as per NPG 2810.1.

(v) Recovering to a safe state of operation.

(4) The Contractor shall provide training to employees to whom they plan to assign system administrator roles. GSFC will provide the training to on-site employees. That training shall provide the employees with a full level of proficiency to meet all NASA system administrators' functional requirements. The training shall have methods or processes to document that employees have mastered the training material, or have the required knowledge and skills. This applies to all system administrator requirements.

(e) The Contractor shall promptly report to the Organization's Computer Security Officer any suspected computer or network security incidents occurring on any system operated by the Contractor for NASA or connected to a NASA network. If it is validated that there is an incident, under the direction of Center IT Security Manager, the Contractor shall provide access to the affected system(s) and system records to NASA and any NASA designated third party so that a detailed investigation can be conducted.

(f) The Contractor shall develop procedures and implementation plans that ensure that IT resources leaving the control of GSFC (such as being reassigned, repaired, replaced, or excessed) have all NASA data and sensitive application software permanently removed by a NASA-approved technique, unless there are GSFC procedures and plans in place. NASA-owned applications acquired via a "site license" or "server license" shall be removed prior to the resources leaving NASA's use. Damaged IT storage media for which data recovery is not possible shall be degaussed or destroyed. If the assigned work is to be assumed by another duly authorized person, at the Government's option, the IT resources may remain intact for assignment and use of the new user.

(g) The Contractor shall provide NASA, including the Office of Inspector General, access to their systems and personnel to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data, and to preserve evidence of computer crime involving NASA data and/or systems.

(h) (1) The Contractor shall document all vulnerability testing and risk assessments conducted in accordance with NPG 2810.1 and any other IT security requirements specified in the contract, as directed by the Contracting Officer, or as specified in the work description, unless documentation is provided by GSFC.

(2) The results of these tests shall be provided to the organization's Computer Security Official, when requested. Any Contractor system(s) connected to a NASA network or operated by the Contractor for NASA may be subject to vulnerability assessment or penetration testing as part of the Center's IT security compliance assessment and the Contractor shall be required to assist in the completion of these activities.

(3) A decision to accept any residual risk shall be the responsibility of NASA. The Contractor shall notify the NASA organization's Computer Security Official within 5 working days if new or unanticipated threats or hazards are discovered by the Contractor, made known to the Contractor, or if existing safeguards fail to function effectively. The Contractor shall make appropriate risk reduction recommendations to the Organization's Computer Security Official and document the risk or modifications in the IT Security Plan.

(i) The Contractor shall develop a procedure to accomplish the recording and tracking of IT System Security Plans, including updates, and IT system penetration and vulnerability tests for all NASA systems under its control or for systems outsourced to them to be managed on behalf of NASA, unless developed by GSFC. The Contractor must report the results of these actions directly to the organization's Computer Security Official.

(j) When directed by the Contracting Officer, the Contractor shall submit for NASA approval a post-award security implementation plan outlining how the Contractor intends to meet the requirements of NPG 2810.1, unless GSFC plans are already in place. If a Contractor plan is required, the plan shall subsequently be incorporated into the contract as a compliance document after receiving Government approval. The plan shall demonstrate thorough understanding of NPG 2810.1 and shall include as a minimum, the security measures and program safeguards to ensure that IT resources acquired and used by Contractor and subcontractor personnel:

(1) Are protected from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted;

(2) Can maintain the continuity of automated information support for NASA missions, programs, and functions;

(3) Incorporate management, general, and application controls sufficient to provide cost-effective assurance of the systems' integrity and accuracy;

(4) Have appropriate technical, personnel, administrative, environmental, and access safeguards;

(5) Document and follow a virus protection program for all IT resources under its control; and

(6) Document and follow a network intrusion prevention program for all IT resources under its control.

(k) Prior to selecting any IT security solution, in those instances where the Contractor is responsible for making the selection, the Contractor shall consult with the Center IT Security Manager to ensure interoperability and compatibility with other systems with which there is a data or system interface requirement, unless such consultation is being made by GSFC.

(l) The Contractor shall comply with all Federal and NASA encryption requirements for NASA flight programs (e.g., secure flight termination systems, encryption for satellite uplinks, encryption for flight and satellite command and control for both up and down link) and involve the Center Communications Security (COMSEC) Manager when selecting encryption solutions.

(m) The Contractor shall incorporate this clause in all subcontracts where the requirements identified in this clause are applicable to the performance of the subcontract.

(End of clause)

Release. The Contractor agrees that this modification is accomplished with no change to the estimated cost and fees of the contract, and releases the Government from any and all liability for further equitable adjustments attributable to this action.

--END OF MODIFICATION NO. 50—

AMENDMENT OF SOLICITAT /MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty One (51)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [x] 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 mater where feasible.)

This modification de-obligates funds that were previously obligated on prior modification No. 45, and provides additional funding for contract performance.

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 6/19/01

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

CLIN 1:

	From	By	To
Estimated Cost	$6,538,503.00	$76,469	$6,614,972.00
Incentive Fee	$ 825,852.94	$ 9,031	$ 834,883.94
Total CPIF	$7,364,355.94	$85,500	$7,449,856.94

The allotment date for CLIN 1 is unchanged as a result of this modification.

CLIN 2:

	From	By	To
Estimated Cost	$11,200,375.00	$ 80,989	$11,281,364
Award Fee	$ 544,640.00	$ 4,511	$ 549,151
Total CPAF	$11,745,015.00	$ 85,500	$11,830,515

The allotment date for CLIN 2 is also unchanged.

ACCOUNTING AND APPROPRIATION DATA

The following funds are **DEOBLIGATED** from prior Modification No. 45:

PCN	JON	APP	OC	BLI	AMT	CLIN
660-07968A(1C)	669-399-35-01-01	801/20110(01)	66-2550	A701	($ 23,000.00)	2

The following funds are obligated:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07908A(1C)	633-370-03-00-05	801/20110(01)	63-2590	A701	$ 24,000.00	2
660-08056A(1C)	662-321-10-93-04	801/20110(01)	66-2550	A701	$ 130,000.00	*
692-09093A(1C)	692-019-20-49-25	801/20110(01)	69-2550	A501	$ 40,000.00	2

NET FUNDING INCREASE : $ 171,000.00

*$85,500 of this amount is allocated to CLIN 1, and $44,500 is allocated to CLIN 2.

--END OF MODIFICATION NO. 51—

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty-Two (52)		N/A	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 5 (from December 1, 2000 through May 31, 2001).

The Government has determined that an award fee of $102,887 (approximately 86 percent of the available award fee) has been earned in this period.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED July 3, 2001

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

	From	By	To
Estimated Cost	$11,426,993	$ 0	$11,426,993
Award Fee Earned	$ 397,184	$ 102,887	500,071
Remaining Available Award Fee	$ 239,384	($ 119,692)	$ 119,692
Total CPAF	$12,063,561	($ 16,805)	$12,046,756

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

   "The Contractor can earn award fee from a minimum of zero dollars to the maximum of $619,763 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $102,887 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

--END OF MODIFICATION NO. 52--

AMENDMENT OF SOLICITATI /MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty Three (53)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [x] 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 mater where feasible.)

This modification provides additional funding for contract performance.

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY James S. King (Signature of Contracting Officer)	16C. DATE SIGNED 7/19/01

1. Clause B.7—CONTRACT FUNDING—is revised as follows:

CLIN 1:

	From	By	To
Estimated Cost	$6,614,972.00	$ 0	$6,614,972.00
Incentive Fee	$ 834,883.94	$ 0	$ 834,883.94
Total CPIF	$7,449,856.94	$ 0	$7,449,856.94

The allotment date for CLIN 1 is unchanged as a result of this modification.

CLIN 2:

	From	By	To
Estimated Cost	$11,281,364	$ 23,258	$11,304,622
Award Fee	$ 549,151	$ 0	$ 549,151
Total CPAF	$11,830,515	$ 23,258	$11,853,773

The allotment date for CLIN 2 is also unchanged.

ACCOUNTING AND APPROPRIATION DATA

The following funds are obligated:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07910A(1C)	632-370-16-30-02	800/10110(00)	63-2590	A701	$ 13,258	2
630-07914A(1C)	692-212-65-80-25	801/20110(01)	63-2590	A701	$ 10,000	2
TOTAL FUNDING INCREASE :					$ 23,258	

--END OF MODIFICATION NO. 53—

AMENDMENT OF SOLICITATI /MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty Four (54)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [x] 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 mater where feasible.)

This modification makes an administrative correction to prior modification no. 52.

Accordingly:

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY James S. King (Signature of Contracting Officer)	16C. DATE SIGNED 8/07/01

1. Prior Modification No. 54 increased the total amount of award fee earned by the Contractor to $500,071, and stated that an amount of $102,887 shall be paid to the Contractor for award fee upon execution of the modification by the Contracting Officer. This payment amount assumed that previous payments to the Contractor totaled $397,184. In fact, total payments made to the Contractor for award fee, at the time of Modification 52's issuance, were $490,745.43. This represents an overpayment of award fee to the Contractor of $93,561.43.

   Accordingly, the correct amount to be paid to the Contractor for earned award fee established by prior Modification No. 52 is as follows:

Award Fee earned, as established in Modification No. 52:	$102,887.00
Less previous overpayment of award fee:	($93,561.43)
Award Fee amount to be paid to the Contractor:	$ 9,325.57

   No payments were made, nor will they be made, as a result of prior Modification No. 52. Accordingly, an amount of $9,325.57 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

--End of Modification No. 54--

AMENDMENT OF SOLICITAT. ./MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty Five (55)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [x] 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 mater where feasible.)

This modification adjusts the contract value for earned and lost Technical Incentive Fee for Incentive Fee Period 5 (12/1/00 – 5/31/01), and provides additional funding for contract performance.

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 8/21/01

1. The Government has determined that an incentive fee of $64,187 (99.22% of the available incentive fee) has been earned in this period.

Revise Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" as follows:

CLIN 1

	From	By	To
Estimated Cost	$8,184,861.00	$ 0.00	$8,184,861.00
Technical Incentive Fee Earned	$ 346,655.06	$ 64,187.00	$ 410,852.06 *
Remaining Available Technical Incentive Fee	$ 129,387.50	($ 64,694.00)	$ 64,693.50
Target Cost Incentive Fee	$ 491,082.00	$ 0.00	$ 491,082.00
Total CPIF	$9,151,985.56	($ 507.00)	$9,151,478.56

2. Clause B.7—CONTRACT FUNDING—is revised as follows:

should be 410,842.06 - corrected via mod 59

CLIN 1:

	From	By	To
Estimated Cost	$6,614,972.00	$11,605	$6,626,577.00
Incentive Fee	$ 834,883.94	$ 1,370	$ 836,253.94
Total CPIF	$7,449,855.94*	$12,975	$7,462,830.94

*Due to a slight rounding error, this amount was incorrectly stated as $7,449,856.94 on prior modification No. 51. The amount specified here reflects the corrected amount.

The allotment date for CLIN 1 is extended to October 24, 2001.

CLIN 2:

	From	By	To
Estimated Cost	$11,304,622	$ 182,801	$11,487,423
Award Fee	$ 549,151	$ 10,182	$ 559,333
Total CPAF	$11,853,773	$ 192,983	$12,046,756

The allotment date for CLIN 2 is extended to October 12, 2001.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07917A(1C)	630-771-10-06-78	801/20112(01)	63-2529	B401	$ 140,000	2
630-07919A(1C)	630-772-10-01-78	801/20112(01)	63-2529	B403	$ 35,000	1
630-07922A(1C)	630-729-16-01-02	801/20110(01)	63-2590	A701	$ 30,000	1
630-07923A(1C)	631-839-40-14-78	800/10110(00)	63-2529	B401	$ 958	1

TOTAL FUNDING INCREASE : $ 205,958

--END OF MODIFICATION NO. 55--

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty Six (56)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **N/A** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Modification Pursuant to FAR 52.232-22– LIMITATION OF FUNDS(APR 1984)

E. IMPORTANT: Contractor [x] 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 mater where feasible.)

This modification makes administrative corrections to 1) contract funding, and 2) Award Fee payment. Accordingly:

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/01

1. On prior Modification No. 55, additional funds were provided. This modification incorrectly allocated the funding for CLIN 2 of the contract between the estimated cost and award fee components. The total funding amount was correct. Accordingly, Clause B.7—CONTRACT FUNDING—is revised as follows to re-allocate the estimated cost and award fee:

   CLIN 2:

	From (mod 55)	**By**	**To**
Estimated Cost	$11,487,423	($ 60,430)	$11,426,993
Award Fee	$ 559,333	$ 60,430	$ 619,763
Total CPAF	$12,046,756	$ 0	$12,046,756

   The allotment date for CLIN 2 is through October 12, 2001.

2. On prior Modification No. 54, the Government attempted to correct what was believed to be an overpayment of Award Fee to the Contractor. To this end, the Government reduced the amount of Award Fee to be paid to the Contractor, as previously established on Modification No. 52, from $102,887 by $93,561.43 (the assumed amount of Award Fee overpayment) to $9,325.57. In fact, the Contractor had not been overpaid as believed by the Government; rather, the Contractor had been previously paid for earned Incentive Fee (CLIN I) with funds that had been allocated in the contract for use in the payment of Award Fee (CLIN 2). As such, the overpayment from Award Fee funds was balanced by an equal underpayment from Incentive Fee funds. To reconcile the matter, the Government will pay the Contractor an amount of $93,561.43 in Award Fee.

   Accordingly, an amount of $93,561.43 shall be paid to the Contractor for Award Fee upon execution of this modification by the Contracting Officer.

--END OF MODIFICATION NO. 56--

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE(S)
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty-seven (57)	See Block 16c	See Page 2 of 2	

6. ISSUED BY
NASA Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Unilateral Modification pursuant to 52.232-22—LIMITATION OF FUNDS (APR 1984) and Clause B.5—ESTIMATED COST INCREASES**

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provisionally increases the estimated cost of CLIN 2 of the contract and provides funds for continued performance under the contract:

(See Page 2 of 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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10/16/01

Accordingly,

1. Clause B.3—CONTRACT VALUE—is revised to reflect a provisional increase in the estimated cost of CLIN 2:

CLIN 2

	From	By	To
Estimated Cost	$11,426,993	$ 0	$11,426,993
Provisional Increase to Est. Cost	$ 0	$ 400,000	$ 400,000
Award Fee Earned	$ 500,071	$ 0	$ 500,071
Remaining Available Award Fee	$ 119,692	$ 0	$ 119,692
Total CPAF	$12,046,756	$ 400,000	$12,446,756

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$6,626,577.00	$0	$6,626,577.00
Incentive Fee	$ 836,253.94	$0	$ 836,253.94
Total CPIF	$7,462,830.94	$0	$7,462,830.94

The allotment date for CLIN 1 is extended to October 29, 2001, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$11,426,993	$ 278,900	$11,705,893
Award Fee	$ 619,763	$ 0	$ 619,763
Total CPAF	$12,046,756	$ 278,900	$12,325,656

The allotment date for CLIN 2 is extended to October 30, 2001, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07928A(1C)	630-771-10-06-78	801/20110(01)	63-2529	A200	$ 96,000	2
630-07929A(1C)	632-784-50-01-01	801/20110(01)	63-2590	A701	$ 150,000	2
630-07930A(1C)	632-370-16-30-02	801/20110(01)	60-2529	B401	$ 32,900	2

TOTAL FUNDING: $ 278,900

--END OF MODIFICATION NO. 57--

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty-Eight (58)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 2** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Clause B.5—ESTIMATED COST INCREASES**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification definitizes the Contractor's October 1, 2001 Overrun proposal for CLIN 2 of the contract, and provides additional funding. Accordingly:

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: James S. King (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/01

1. Clause B.3—CONTRACT VALUE—is revised to increase the estimated cost of CLIN 2 of the contract to reflect a cost overrun as follows:

CLIN 2

	From	By	To
Estimated Cost	$11,426,993	$ 503,342	$11,930,335
Provisional Increase to Est. Cost	$ 400,000	($ 400,000)	$ 0
Award Fee Earned	$ 500,071	$ 0	$ 500,071
Remaining Available Award Fee	$ 119,692	$ 0	$ 119,692
Total CPAF	$12,446,756	$ 103,342	$12,550,098

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$6,626,577.00	$434,863	$7,061,440.00
Incentive Fee	$ 836,253.94	$ 0	$ 836,253.94
Total CPIF	$7,462,830.94	$434,863	$7,897,693.94

The allotment date for CLIN 1 is extended to November 30, 2001, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$11,705,893	$ 224,442	$11,930,335
Award Fee	$ 619,763	$ 0	$ 619,763
Total CPAF	$12,325,656	$ 224,442	$12,550,098

The allotment date for CLIN 2 is extended to November 30, 2001, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

The following funds are added:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-58238A(1C)	633-212-62-10-78	801/20112(01)	63-2529	B401	$ 59,305.00	1
630-58239A(1C)	633-212-62-10-78	802/30112(02)	63-2529	B401	$600,000.00	*
			TOTAL FUNDING:		$659,305.00	

(*$224,442 is designated for CLIN 2, and $375,558 is for CLIN 1)

--END OF MODIFICATION NO. 58--

AMENDMENT OF SOLICITAT N/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE(S)
		1 OF 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
Fifty Nine (59)	See Block 16c	See Page 2 of 2	

6. ISSUED BY	7. ADMINISTERED BY *(If other than Item 6)*
NASA's Goddard Space Flight Center Space Sciences Procurement Office, Code 216 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 3** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Unilateral Modification Pursuant to FAR 52.217-9 (MAR 1989) – OPTION TO EXTEND THE TERM OF THE CONTRACT**

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification exercises Option 2, and provides additional contract funding.

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **James S. King**	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/01

Accordingly,

1. As a result of exercising Option 1 of the contract, Clause B.3—CONTRACT VALUE—is revised to increase the estimated cost of CLIN 1 and CLIN 2 as shown below:

CLIN 1

	From	By	To
Estimated Cost	$8,184,861.00	$2,469,033.00	$10,653,894.00
Technical Incentive Fee Earned	$ 410,842.06*	0	$ 410,842.06
Remaining Available Technical Incentive Fee	$ 64,693.50	$ 148,142.00	$ 212,835.50
Target Cost Incentive Fee	$ 491,082.00	$ 148,142.00	$ 639,224.00
Total CPIF	$9,151,478.56	$2,765,317.00	$11,916,795.56

* due to a typographical error on Mod 55, this amount was incorrectly stated as $410,852.06, and is corrected here. The total CPIF in Mod 55 was correctly stated.

CLIN 2

	From	By	To
Estimated Cost	$11,930,335	$3,495,751	$15,426,086
Award Fee Earned	$ 500,071	$ 0	$ 500,071
Remaining Available Award Fee	$ 119,692	$ 244,703	$ 364,395
Total CPAF	$12,550,098	$3,740,454	$16,290,552

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$7,061,440.00	$62,061.00	$7,123,501.00
Incentive Fee	$ 836,253.94	$ 0	$ 836,253.94
Total CPIF	$7,897,693.94	$62,061.00	$7,959,754.94

The allotment date for CLIN 1 is extended to December 11, 2001, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$11,930,335	$152,061	$12,082,396
Award Fee	$ 619,763	$ 0	$ 619,763
Total CPAF	$12,550,098	$152,061	$12,702,159

The allotment date for CLIN 2 is extended to December 11, 2001, per the Contractor.

3. As shown below, Clause C.3 "LEVEL-OF-EFFORT (COST) (Applicable to CLIN 2)", paragraph (a)(1) is revised to read as follows:

"(a)(1) During the term of the contract, the Contractor is obligated to provide 322,608 labor hours plus or minus 10%. The total direct labor hours are distributed in accordance with Attachment C—Skill Mix."

4. Clause F.5 "PERIOD OF PERFORMANCE" is revised to extend the period of performance for a period of 4 years from the effective date of this contract.

Accordingly,

1. As a result of exercising Option 1 of the contract, Clause B.3—CONTRACT VALUE—is revised to increase the estimated cost of CLIN 1 and CLIN 2 as shown below:

CLIN 1

	From	By	To
Estimated Cost	$8,184,861.00	$2,469,033.00	$10,653,894.00
Technical Incentive Fee Earned	$ 410,842.06*	0	$ 410,842.06
Remaining Available Technical Incentive Fee	$ 64,693.50	$ 148,142.00	$ 212,835.50
Target Cost Incentive Fee	$ 491,082.00	$ 148,142.00	$ 639,224.00
Total CPIF	$9,151,478.56	$2,765,317.00	$11,916,795.56

* due to a typographical error on Mod 55, this amount was incorrectly stated as $410,852.06, and is corrected here. The total CPIF in Mod 55 was correctly stated.

CLIN 2

	From	By	To
Estimated Cost	$11,930,335	$3,495,751	$15,426,086
Award Fee Earned	$ 500,071	$ 0	$ 500,071
Remaining Available Award Fee	$ 119,692	$ 244,703	$ 364,395
Total CPAF	$12,550,098	$3,740,454	$16,290,552

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$7,061,440.00	$62,061.00	$7,123,501.00
Incentive Fee	$ 836,253.94	$ 0	$ 836,253.94
Total CPIF	$7,897,693.94	$62,061.00	$7,959,754.94

The allotment date for CLIN 1 is extended to December 11, 2001, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$11,930,335	$152,061	$12,082,396
Award Fee	$ 619,763	$ 0	$ 619,763
Total CPAF	$12,550,098	$152,061	$12,702,159

The allotment date for CLIN 2 is extended to December 11, 2001, per the Contractor.

3. As shown below, Clause C.3 "LEVEL-OF-EFFORT (COST) (Applicable to CLIN 2)", paragraph (a)(1) is revised to read as follows:

"(a)(1) During the term of the contract, the Contractor is obligated to provide 322,608 labor hours plus or minus 10%. The total direct labor hours are distributed in accordance with Attachment C—Skill Mix."

5. Clause G.14 "CONTRACT FEE STRUCTURE" is revised to include the available technical incentive fee amounts for the option period. Accordingly, paragraph (d) is revised to include the following"

Period #	Period	Available Amount
7	6 Months	$74,071
8	6 Months	$74,071

6. As shown below, Clause J.1 "LIST OF ATTACHMENTS", Attachment L "Performance Evaluation Plan", Attachment III-A "Evaluation Periods and Maximum Available Award Fee" is revised to include the maximum available award fee for evaluation periods 7 and 8.

Period Number	Start Date	End Date	Maximum Available Award Fee
7	December 1, 2001	May 31, 2002	$122,352
8	June 1, 2002	November 30, 2002	$122,351

A replacement page for Attachment L/Attachment III-A is provided with this modification.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-07918A(1C)	633-784-10-70-01	801/20110(01)	63-2590	A701	$ 2,000.00	1
630-07918B(1C)	633-882-10-30-01	801/20110(01)	63-2590	A701	$ 2,000.00	1
630-07918C(1C)	695-370-22-33-25	801/20110(01)	63-2590	A701	$ 1,000.00	1
630-07918D(1C)	633-216-20-02-03	801/20110(01)	63-2590	A701	$ 34,122.00	1
630-58243A(1C)	633-216-20-01-05	801/20110(01)	63-2550	A701	$125,000.00	*
630-58244A(1C)	602-370-10-01-01	801/20110(01)	63-2550	A701	$ 40,000.00	2
630-58245A(1C)	632-344-35-04-21	801/20110(01)	63-2590	A701	$ 10,000.00	2

TOTAL FUNDING: $214,122.00

*PCN 630-58243A(1C) obligates $22,939.00 to CLIN 1 and $102,061.00 to CLIN 2 for a total obligation of $125,000.00

--END OF MODIFICATION—

Attachment: Consisting of Attachment L's Attachment III-A, "Evaluation Periods and Maximum Available Award Fee" and consisting of one page.

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 3** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **52.243-2 Changes Clause, Alternate 1**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [x] 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 mater where feasible.)

This modification provides complete and equitable adjustment to Option 2 for contract changes issued under prior modification No. 41. Accordingly:

(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)

I. Prior Modification No. 41 deleted statement of work requirements under CLIN 1 of the contract, in the areas of WBS 1.5 (ROSAT science data processing and management), WBS 1.6 (ASCA science data processing and management), and WBS 1.7 (Electronic Handbooks). In recognition of the impact of these changes on Option 2 (exercised on prior Modification No. 59), the contract value for CLIN 1 is reduced by $460,871. Therefore, Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" is revised as follows:

CLIN 1

	From	By	To
Estimated Cost	$10,653,894.00	($411,492.00)	$10,242,402.00
Technical Incentive Fee Earned	$ 410,842.06	$ 0.00	$ 410,842.06
Remaining Available Technical Incentive Fee	$ 212,835.50	($ 24,689.50)	$ 188,146.00
Target Cost Incentive Fee	$ 639,224.00	($ 24,689.50)	$ 614,534.50
Total CPIF	$11,916,795.56	($460,871.00)	$ 11,455,924.56

II. Release

This modification provides complete and full equitable adjustment to Option 2 (Contract Year 4) for the changes issued under prior contract modification No. 41, and for the Contractor's Credit Calculation for Option 2, submitted via electronic mail on January 11, 2001.

This modification **does not** provide complete and full equitable adjustment to Option 3 for the changes issued under prior modification No 41, as this option is unexercised at this time. The parties agree to the following statements:

a) the value for Option 3 CLIN 1 (performance-based services) includes the costs and associated fee for effort (CLIN 1.5, 1.6, and 1.7) that was deleted from the statement of work via Modification No. 41;
b) upon exercise of Option 3, the value of the exercised option must be downwardly adjusted to reflect appropriate crediting for the deleted work;
c) the parties preliminarily agree that the appropriate credit to Option 3 for the deleted work is $462,081 (consisting of target cost of $412,572 and target incentive fee of $49,509); and
d) these preliminary agreements cited under c), above, are not binding on either party, and the parties must mutually agree to the value of the equitable adjustment for the deleted effort at the time of Option exercise.

The Contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributable to such facts and circumstances giving rise to the aforesaid proposal for credit adjustment to Option 2.

Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$7,123,501.00	$ 0	$7,123,501.00
Incentive Fee	$ 836,253.94	$ 0	$ 836,253.94
Total CPIF	$7,959,754.94	$ 0	$7,959,754.94

The allotment date for CLIN 1 is December 11, 2001, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$12,082,396	$ 32,874	$12,115,270
Award Fee	$ 619,763	$ 0	$ 619,763
Total CPAF	$12,702,159	$ 32,874	$12,735,033

The allotment date for CLIN 2 is December 11, 2001, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT
460-55105A(1C)	460-784-50-10-01	801/20110(01)	46-2590	A701	$27,874
630-58246A(1C)	691-624-05-51-25	801/20110(01)	69-2550	A501	$ 5,000
				total:	$32,000

--END OF MODIFICATION NO. 60--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **See Page 2** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **52.243-2 Changes Clause, Alternate 1**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification provides additional funding for continued contract performance.

Accordingly:

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
James S. King

Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$7,123,501.00	$ 392,569	$7,516,070.00
Incentive Fee	$ 836,253.94	$ 46,362	$ 882,615.94
Total CPIF	$7,959,754.94	$ 438,931	$8,398,685.94

The allotment date for CLIN 1 is extended to May 11, 2002, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$12,115,270	$1,552,458	$13,667,728
Award Fee	$ 619,763	$ 86,472	$ 706,235
Total CPAF	$12,735,033	$1,638,930	$14,373,963

The allotment date for CLIN 2 is extended to May 11, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT
630-58253A(1C)	633-212-62-10-78	802/30110(02)	63-2529	B401	$2,000,000
660-58413A(1C)	665-399-50-40-78	801/20110(01)	66-2529	B401	$ 36,061
691-59540A(1C)	691-782-90-51-25	801/20110(01)	69-2550	A501	$ 41,800
				total:	$2,077,861

--END OF MODIFICATION NO. 61--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY (If other than Item 6)

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 6 (from June 1, 2001 through November 30, 2001.

The Government has determined that an award fee of $104,731 (approximately 88 percent of the available award fee) has been earned in this period.

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

	From	By	To
Estimated Cost	$15,426,086	$ 0	$15,426,086
Award Fee Earned	$ 500,071	$ 104,731	$ 604,802
Remaining Available Award Fee	$ 364,395	($ 119,692)	$ 244,703
Total CPAF	$16,290,552	($ 14,961)	$16,275,591

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

   "The Contractor can earn award fee from a minimum of zero dollars to the maximum of $849,505 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $104,731 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

--END OF MODIFICATION NO. 62--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 **See Page 3** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **The agreement of the parties**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [x] 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 mater where feasible.)

This modification revises Attachment D (Small Business Subcontracting Plan), adjusts the contract value to reflect earned (and lost) technical incentive fee for Period 6 (CLIN 1), and provides additional funding for continued contract performance.

Accordingly:

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

1. Clause J.1—LIST OF ATTACHMENTS—is revised to reflect incorporation of the current version of the Small Business Subcontracting Plan. Accordingly, Attachment D, Subcontracting Plan, is replaced with the current version, dated December 24, 2001.

2. The Government has determined that a technical incentive fee of $59,842 (92.5% of the available incentive fee) has been earned for Period No. 6 (June 1, 2001-November 30, 2001). Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" is therefore revised as follows:

CLIN 1

	From	By	To
Estimated Cost	$10,242,402.00	$ 0	$10,242,402.00
Technical Incentive Fee Earned	$ 410,842.06	$59,842	$ 470,684.06
Remaining Available Technical Incentive Fee	$ 188,146.00	($64,694)	$ 123,452.00
Target Cost Incentive Fee	$ 614,534.50	$ 0	$ 614,534.50
Total CPIF	$11,455,924.56	($ 4,852)	$11,451,072.56

3. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$7,516,070.00	$ 31,419	$7,547,489.00
Incentive Fee	$ 882,615.94	$ 39,565	$ 922,180.94
Total CPIF	$8,398,685.94	$ 70,954	$8,469,669.94

70,984

The allotment date for CLIN 1 is extended to June 6, 2002, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$13,667,728	$504,727	$14,172,455
Award Fee	$ 706,235	$ 28,113	$ 734,348
Total CPAF	$14,373,963	$532,840	$14,906,803

The allotment date for CLIN 2 is extended to June 6, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT
630-58255A(1C)	586-329-80-10-02	801/20110(01)	63-2550	A701	$ 15,000
630-58257A(1C)	631-212-65-20-01	801/20110(01)	63-2590	A701	$ 38,829
630-58257B(1C)	633-216-20-01-05	801/20110(01)	63-2590	A701	$ 137,853
630-58257C(1C)	633-370-03-00-05	801/20110(01)	63-2590	A701	$ 3,051
630-58258A(1C)	630-771-10-06-78	801/20112(01)	63-2529	B401	$ 10,000
630-58259A(1C)	633-212-62-10-78	801/20110(01)	63-2529	B401	$ 399,091
				total:	$ 603,824

--END OF MODIFICATION NO. 63--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification – Limitation of Funds Clause 52.232-22

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification provides additional funding for continued contract performance.

Accordingly:

(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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	James S. King

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

3. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 2:

	From	By	To
Estimated Cost	$14,172,455	$70,000	$14,242,455
Award Fee	$ 734,348	$ 0	$ 734,348
Total CPAF	$14,906,803	$70,000	$14,976,803

The estimated allotment date for CLIN 2 is June 6, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

De-Obligate the following from prior Modification No. 57:

PCN	JON	APP	OC	BLI	AMT
630-07928A(1C)	630-771-10-06-78	801/20110(01)	63-2529	A200	($ 30,000)

Obligate the following:

PCN	JON	APP	OC	BLI	AMT
630-58265A(1C)	581-019-20-61-02	802/30110(02)	63-2590	A701	$ 100,000
				total:	$ 70,000

--END OF MODIFICATION NO. 64--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY (*If other than Item 6*)

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 **See Page 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification – Limitation of Funds Clause 52.232-22

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification provides additional funding for continued contract performance.

Accordingly:

(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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King	
	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

3. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$7,547,489.00	$ 927,695	$8,475,184.00
Incentive Fee	$ 922,180.94	$ 137,276	$1,059,456.94
Total CPIF	$8,469,669.94	$1,064,971	$9,534,640.94

The allotment date for CLIN 1 is extended to August 9, 2002, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$14,242,455	$840,256	$15,082,711
Award Fee	$ 734,348	$ 46,214	$ 780,562
Total CPAF	$14,976,803	$886,470	$15,863,273

The estimated allotment date for CLIN 2 is August 9, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT
630-58266A(1C)	633-882-10-30-01	802/30110(02)	63-2590	A701	$ 10,000
630-58277A(1C)	633-212-62-10-78	802/30110(02)	63-2529	B401	$ 1,870,941
630-58278A(1C)	680-188-01-10-01	802/30110(02)	68-2550	A200	$ 500
660-58477A(1C)	662-740-70-03-78	802/30110(02)	66-2529	B501	$ 70,000
				total:	$ 1,951,441

--END OF MODIFICATION NO. 65--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification – Limitation of Funds Clause 52.232-22

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification provides additional funding for continued contract performance.

Accordingly:

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
James S. King

3. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$8,475,184.00	$ 160,305	$8,635,489.00
Incentive Fee	$1,059,456.94	$ 23,645	$1,083,101.94
Total CPIF	$9,534,640.94	$ 183,950	$9,718,590.94

The allotment date for CLIN 1 is extended to August 30, 2002, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$15,082,711	$240,551	$15,323,262
Award Fee	$ 780,562	$ 13,399	$ 793,961
Total CPAF	$15,863,273	$253,950	$16,117,223

The estimated allotment date for CLIN 2 is August 30, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT
630-58280A(1C)	630-019-18-57-01	802/30110(02)	63-2550	A701	$ 10,000
630-58284A(1C)	632-784-50-01-01	802/30110(02)	63-2550	A701	$ 150,000
630-58285A(1C)	531-019-20-62-01	802/30110(02)	63-2550	A701	$ 40,000
630-58290A(1C)	633-370-28-30-01	802/30110(02)	63-2550	A701	$ 208,900
691-59577A(1C)	691-188-02-48-25	802/30110(02)	69-2550	A501	$ 29,000
				total:	$ 437,900

--END OF MODIFICATION NO. 66--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification – Limitation of Funds Clause 52.232-22

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification makes an administrative correction to the contract funding data in Clause B.7, provides additional funding for continued contract performance, and revises Clause H.11 to reflect a change in key personnel.

Accordingly:

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

1. Prior modification No. 63 contained a typographical error in the revision to Clause B.7—CONTRACT FUNDING—in the data pertaining to the amount of total funding added to CLIN 1. In the "by" column, the correct total CPIF amount should be $70,984 and not $70,954. All other amounts identified in the modification of Clause B.7 were correct, therefore the error did not carry forward into subsequent modifications of the contract funding.

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$8,635,489.00	$ 0	$8,635,489.00
Incentive Fee	$1,083,101.94	$ 0	$1,083,101.94
Total CPIF	$9,718,590.94	$ 0	$9,718,590.94

The allotment date for CLIN 1 is August 30, 2002, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$15,323,262	$ 74,400	$15,397,662
Award Fee	$ 793,961	$ 0	$ 793,961
Total CPAF	$16,117,223	$ 74,400	$16,191,623

The estimated allotment date for CLIN 2 is August 30, 2002, per the Contractor.

3. Clause H.11—KEY PERSONNEL AND FACILITIES—is revised in order to delete] from the list of key personnel, and to add in place of

ACCOUNTING AND APPROPRIATION DATA

PCN	JON	APP	OC	BLI	AMT
696-59580A(1C)	696-625-20-03-25	802/30110(02)	69-2550	A501	$ 74,400

--END OF MODIFICATION NO. 67--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY (If other than Item 6)

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 N/A PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 7 (from December 1, 2001 through May 31, 2002.

The Government has determined that an award fee of $108,649 (approximately 89 percent of the available award fee) has been earned in this period.

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

	From	By	To
Estimated Cost	$15,426,086	$ 0	$15,426,086
Award Fee Earned	$ 604,802	$ 108,649	$ 713,451
Remaining Available Award Fee	$ 244,703	($ 122,352)	$ 122,351
Total CPAF	$16,275,591	($ 13,703)	$16,261,888

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

   "The Contractor can earn award fee from a minimum of zero dollars to the maximum of $835,802 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $108,649 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

--END OF MODIFICATION NO. 68--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

7. ADMINISTERED BY (*If other than Item 6*)

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification – Limitation of Funds Clause 52.232-22

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification provides additional funding for continued contract performance in the amount of $519,015, and de-obligates prior funding in the amount of $402,500, for a net increase to contract funding of $116,515.

Accordingly:

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

1. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$8,635,489.00	$ 0	$8,635,489.00
Incentive Fee	$1,083,101.94	$ 0	$1,083,101.94
Total CPIF	$9,718,590.94	$ 0	$9,718,590.94

The allotment date for CLIN 1 is October 17, 2002, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$15,397,662	$116,515	$15,514,177
Award Fee	$ 793,961	$ 0	$ 793,961
Total CPAF	$16,191,623	$116,515	$16,308,138

The estimated allotment date for CLIN 2 is September 27, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

Deobligate the following from prior modification No. 66:

PCN	JON	APP	OC	BLI	AMT
630-58285A(1C)	531-019-20-62-01	802/30110(02)	63-2550	A701	($ 2,500)

Deobligate the following from prior modification No. 65:

PCN	JON	APP	OC	BLI	AMT
630-58277A(1C)	633-212-62-10-78	802/30110(02)	63-2529	B401	($400,000)

total deobligation: ($402,500)

Obligate the following:

PCN	JON	APP	OC	BLI	AMT
120-50387A(1C)	120-010-07-01-01	802/30110(02)	12-2411	A205	$ 600
460-55126A(1C)	460-784-40-81-04	802/30110(02)	46-2550	A701	$10,000
630-58294A(1C)	633-216-20-02-01	801/20110(01)	63-2550	A701	$ 18,851
630-58295A(1C)	633-216-20-02-03	802/30110(02)	63-2550	A701	$158,517
630-58301A(1C)	630-370-08-01-78	802/30110(02)	63-2529	B401	$ 63,000
630-58303A(1C)	632-212-61-18-78	801/20110(01)	63-2529	B401	$ 10,547
630-58304A(1C)	632-370-16-30-02	801/20110(01)	63-2550	A701	$ 4,500
630-58305A(1C)	632-370-03-00-04	802/30110(02)	63-2550	A701	$225,000
630-58307A(1C)	667-740-20-02-02	802/30110(02)	63-2550	A701	$ 15,280
630-58307B(1C)	667-785-40-10-02	802/30110(02)	63-2550	A701	$ 12,720

NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 216
Greenbelt, MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: 206 See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification – Limitation of Funds Clause 52.232-22

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification provides additional funding for continued contract performance. This funding includes money de-obligated from contract NAS5-96091.

Accordingly:

(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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James S. King	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

1. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$8,635,489.00	$ 155,284	$8,790,773.00
Incentive Fee	$1,083,101.94	$ 100,000	$1,183,101.94
Total CPIF	$9,718,590.94	$ 255,284	$9,973,874.94

The estimated allotment date for CLIN 1 is unchanged.

CLIN 2:

	From	By	To
Estimated Cost	$15,514,177	($88,091)	$15,426,086
Award Fee	$ 793,961	$ 0	$ 793,961
Total CPAF	$16,308,138	($88,091)	$16,220,047

The estimated allotment date for CLIN 2 is unchanged.

ACCOUNTING AND APPROPRIATION DATA

Obligate the following, from funds de-obligated from NAS5-96091, modification No. 28:

PCN	JON	APP	OC	BLI	AMT
630-07921A(1C)	630-771-10-04-01	801/20112(01)	63-2624	A202	$15,119

Obligate the following:

PCN	JON	APP	OC	BLI	AMT
630-58311A(1C)	630-772-10-01-78	801/20112(01)	63-2529	B401	$35,606
630-58313B(1C)	630-771-10-06-78	801/20112(01)	63-2529	A701	$40,731
630-58314A(1C)	631-706-87-02-01	802/30110(02)	63-2550	A701	$ 5,000
630-58316A(1C)	630-771-10-06-75	801/20112(01)	63-3115	B100	$ 4,223
696-59607-0007A(1C)	696-622-96-10-01	802/30110(02)	69-2550	A501	$ 3,973
696-59607-0008A(1C)	696-784-50-10-25	802/30110(02)	69-2550	A501	$28,126
696-59607-0008B(1C)	696-432-04-10-25	802/30110(02)	69-2550	A501	$34,415

total obligation: $167,193

--END OF MODIFICATION NO. 70--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 210.8
Greenbelt, MD 20771

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

CODE:

FACILITY CODE:

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: GCQ See Page 2 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification pursuant to 52.232-22—LIMITATION OF FUNDS (APR 1984) and Clause B.5—ESTIMATED COST INCREASES

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification provisionally increases the estimated cost of CLIN 2 of the contract and provides funds for continued performance under the contract. A portion of the additional funds is being re-obligated from Contract NAS5-96054; these funds were de-obligated from that contract via Modification No. 115.

(See Page 2 of 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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Accordingly,

1. Clause B.3—CONTRACT VALUE—is revised to reflect a provisional increase in the estimated cost of CLIN 2:

CLIN 2

	From	By	To
Estimated Cost	$15,426,086	$ 0	$15,426,086
Provisional Increase to Est. Cost	$ 0	$ 500,000	$ 500,000
Earned/Available Award Fee	$ 835,802	$ 0	$ 835,802
Total CPAF	$16,261,888	$ 500,000	$16,761,888

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$8,790,773.00	$ 0	$8,790,773.00
Incentive Fee	$1,183,101.94	$ 0	$1,183,101.94
Total CPIF	$9,973,874.94	$ 0	$9,973,874.94

The estimated allotment date for CLIN 1 is unchanged.

CLIN 2:

	From	By	To
Estimated Cost	$15,426,086	$456,541	$15,882,627
Award Fee	$ 793,961	$ 0	$ 793,961
Total CPAF	$16,220,047	$456,541	$16,676,588

The estimated allotment date for CLIN 2 is October 28, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

De-Obligate the following from prior Modification No. 70:

PCN	JON	APP	OC	BLI	AMT
696-59607-0008A	696-784-50-10-25	802/30110(02)	69-2550	A501	($ 5,000)

Obligate the following from funds deobligated from NAS5-96054, Modification No. 115:

Obligate the following Procurement Requests:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-58318A(1C)	633-625-20-06-78	802/30110(02)	63-2529	B401	$ 120,000	2
630-58319A(1C)	633-216-20-03-03	802/30110(02)	63-2550	A701	$ 250,000	2
630-58319B(1C)	633-784-10-70-01	802/30110(02)	63-2550	A200	$ 5,000	2
630-58319C(1C)	633-274-03-01-01	802/30110(02)	63-2550	A701	$ 5,000	2
630-58319D(1C)	632-784-50-01-02	802/30110(02)	63-2550	A701	$ 10,000	2
660-58547A(1C)	661-188-03-14-01	802/30110(02)	66-2550	A200	$ 34,195	2
660-58547B(1C)	633-428-50-01-01	802/30110(02)	66-2550	A201	$ 12,000	2

NET FUNDING: $ 456,541

--END OF MODIFICATION NO. 71--

NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 210.8
Greenbelt, MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: GCQ **See Page 2** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Clause B.5—ESTIMATED COST INCREASES**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification definitizes the Contractor's August 30, 2002 Overrun Proposal for CLIN 2 of the contract, and provides additional funding. Accordingly:

(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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	James S. King

1. Clause B.3—CONTRACT VALUE—is revised to increase the estimated cost of CLIN 2 of the contract to reflect a cost overrun as follows:

CLIN 2

	From	By	To
Estimated Cost	$15,426,086	$ 763,963	$16,190,049
Provisional Increase to Est. Cost	$ 500,000	($ 500,000)	$ 0
Earned/Available Award Fee	$ 835,802	$ 0	$ 835,802
Total CPAF	$16,761,888	$ 263,963	$17,025,851

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$8,790,773.00	$ 667,009	$ 9,457,782.00
Incentive Fee	$1,183,101.94	$ 25,569	$ 1,208,670.94
Total CPIF	$9,973,874.94	$ 692,578	$10,666,452.94

The allotment date for CLIN 1 is extended to November 30, 2002, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$15,882,627	$307,422	$16,190,049
Award Fee	$ 793,961	$ 0	$ 793,961
Total CPAF	$16,676,588	$307,422	$16,984,010

The allotment date for CLIN 2 is extended to November 30, 2002, per the Contractor.

ACCOUNTING AND APPROPRIATION DATA

The following funds are added:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-08360A(1C)	633-212-62-10-78	802/30110(02)	63-2529	B401	$1,000,000	*

(*$307,422 is designated for CLIN 2, and $692,578 is for CLIN 1)

6. ISSUED BY
NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 210.8
Greenbelt, MD 20771

7. ADMINISTERED BY (If other than Item 6)

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*
B/NC: GCQ See Page 3 PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification Pursuant to FAR 52.217-9 (MAR 1989) – OPTION TO EXTEND THE TERM OF THE CONTRACT

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification adjusts the contract to reflect earned and lost technical incentive fee, exercises Option 3, and provides additional contract funding.

(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 TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Accordingly,

1. The Government has determined that a technical incentive fee of $61,109 (99% of the available incentive fee of $61,726) has been earned for Period No. 7 (December 1, 2001- May 30, 2002). Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" is therefore revised as follows:

CLIN 1

	From	By	To
Estimated Cost	$10,242,402.00	0	$10,242,402.00
Technical Incentive Fee Earned	$ 470,684.06	$ 61,109	$ 531,793.06
Remaining Available Technical Incentive Fee	$ 123,452.00	($61,726)	$ 61,726.00
Target Cost Incentive Fee	$ 614,534.50	$ 0	$ 614,534.50
Total CPIF	$11,451,072.56	($ 617)	$11,450,455.56

2. As a result of exercising Option 3 of the contract, Clause B.3—CONTRACT VALUE—is revised to increase the estimated cost of CLIN 1 and CLIN 2 as shown below:

CLIN 1

	From	By	To
Estimated Cost	$10,242,402.00	$2,331,057.00	$12,573,459.00
Technical Incentive Fee Earned	$ 531,793.06	0	$ 531,793.06
Remaining Available Technical Incentive Fee	$ 61,726.00	$ 139,514.00	$ 201,240.00
Target Cost Incentive Fee	$ 614,534.50	$ 139,514.00	$ 754,048.50
Total CPIF	$11,450,455.56	$2,610,085.00	$14,060,540.56

CLIN 2

	From	By	To
Estimated Cost	$16,190,049	$3,550,766	$19,740,815
Award Fee Earned	$ 713,451	$ 0	$ 713,451
Remaining Available Award Fee	$ 122,351	$ 247,843	$ 370,194
Total CPAF	$17,025,851	$3,798,609	$20,824,460

3. Clause B.7—CONTRACT FUNDING—is revised to reflect additional/adjusted funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$ 9,457,782.00	($ 400,000)	$ 9,057,782.00
Incentive Fee	$ 1,208,670.94	$ 0	$ 1,208,670.94
Total CPIF	$10,666,452.94	($ 400,000)	$10,266,452.94

The allotment date for CLIN 1 is extended to January 8, 2003, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$16,190,049	$400,419	$16,590,468
Award Fee	$ 793,961	$ 0	$ 793,961
Total CPAF	$16,984,010	$400,419	$17,384,429

The allotment date for CLIN 2 is extended to January 8, 2003, per the Contractor.

4. As shown below, Clause C.3 "LEVEL-OF-EFFORT (COST) (Applicable to CLIN 2)", paragraph (a)(1) is revised to read as follows:

"(a)(1) During the term of the contract, the Contractor is obligated to provide 403,260 labor hours plus or minus 10%. The total direct labor hours are distributed in accordance with Attachment C—Skill Mix."

5. Clause F.5 "PERIOD OF PERFORMANCE" is revised to extend the period of performance for a period of 5 years from the effective date of this contract.

6. Clause G.14 "CONTRACT FEE STRUCTURE" is revised to include the available technical incentive fee amounts for the option period. Accordingly, paragraph (d) is revised to include the following"

Period #	Period	Available Amount
9	6 Months	$69,757
10	6 Months	$69,757

7. As shown below, Clause J.1 "LIST OF ATTACHMENTS", Attachment L "Performance Evaluation Plan", Attachment III-A "Evaluation Periods and Maximum Available Award Fee" is revised to include the maximum available award fee for evaluation periods 9 and 10.

Period Number	Start Date	End Date	Maximum Available Award Fee
9	December 1, 2002	May 31, 2003	$123,922
10	June 1, 2003	November 30, 2003	$123,921

A replacement page for Attachment L/Attachment III-A is provided with this modification.

8. Delete Clause 18-52.242-71, TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988), listed by reference under Clause G.1, and replace it with the following new clause:

G.16 PROCEDURE FOR CONTRACTOR TRAVEL OUTSIDE OF THE UNITED STATES

The Contractor shall submit advance notice of intended international travel that is in support of this contract effort. Prior to undertaking such travel, the Contractor is to submit a written notice to the COTR that requests approval and identifies the proposed trip, including purpose, destination, dates of travel, and estimated cost. Such requests shall be submitted reasonably in advance of the intended travel to allow for Government evaluation and approval.

(End of Clause)

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-08361A(1C)	633-322-60-10-02	802/30110(02)	56-2550	A200	$ 419.00	2

--END OF MODIFICATION—

Attachment: Consisting of Attachment L's Attachment III-A, "Evaluation Periods and Maximum Available Award Fee" and consisting of one page.

ATTACHMENT III-A Evaluation Periods and Maximum Available Award Fee

Period Number	Start Date	End Date	Max. Avail. Award Fee
Period 1	December 1, 1998	May 31, 1999	$114,700
Period 2	June 1, 1999	November 30, 1999	$114,700
Period 3	December 1, 1999	May 31, 2000	$114,700
Period 4	June 1, 2000	November 30, 2000	$114,701
Period 5	December 1, 2000	May 31, 2001	$119,692
Period 6	June 1, 2001	November 30, 2001	$119,692
Period 7	December 1, 2001	May 31, 2002	$122,352
Period 8	June 1, 2002	November 30, 2002	$122,351
Period 9	December 1, 2002	May 31, 2003	$123,922
Period 10	June 1, 2003	November 30, 2003	$123,921

NASA's Goddard Space Flight Center
Space Sciences Procurement Office, Code 210.8
Greenbelt, MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: GCQ **See Page 3** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Unilateral Modification Pursuant to FAR 52.232-22 – LIMITATION OF FUNDS**

E. IMPORTANT: Contractor [X] 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 mater where feasible.)

This modification adjusts the contract to reflect earned and lost technical incentive fee, provides additional contract funding, and updates the Performance Evaluation Plan to reflect administrative changes.

(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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Accordingly,

1. The Government has determined that a technical incentive fee of $55,553 (90% of the available incentive fee of $61,726) has been earned for Period No. 8 (June 1, 2002- November 30, 2002). Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" is therefore revised as follows:

CLIN 1

	From	By	To
Estimated Cost	$12,573,459.00	0	$12,573,459.00
Technical Incentive Fee Earned	$ 531,793.06	$ 55,553.00	$ 587,346.06
Remaining Available Technical Incentive Fee	$ 201,240.00	$ (61,726.00)	$ 139,514.00
Target Cost Incentive Fee	$ 754,048.50	$ 0	$ 754,048.50
Total CPIF	$14,060,540.56	$ (6,173.00)	$14,054,367.56

2. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$ 9,057,782.00	$ 84,834	$ 9,142,616.00
Incentive Fee	$ 1,208,670.94	$ 151,692	$ 1,360,362.94
Total CPIF	$10,266,452.94	$ 236,526	$10,502,978.94

The allotment date for CLIN 1 is extended to February 28, 2003, per the Contractor.

CLIN 2:

	From	By	To
Estimated Cost	$16,590,468	$521,099	$17,111,567
Award Fee	$ 793,961	$ 30,707	$ 824,668
Total CPAF	$17,384,010	$551,806	$17,936,235

The allotment date for CLIN 2 is extended to February 28, 2003, per the Contractor.

3. Clause J.1 "LIST OF ATTACHMENTS", Attachment L "Performance Evaluation Plan", is re-issued as Revision 4 to reflect administrative changes to the Plan. The new version of the Plan is dated January 2, 2003, and is provided as an attachment to this modification.

ACCOUNTING AND APPROPRIATION DATA

The following funds are provided for Contract NAS5-98156:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-08366A(1C)	633-274-03-01-01	802/30110(02)	63-2550	A701	$ 2,000	1
660-08527A(1C)	660-399-50-01-78	802/30110(02)	66-2529	B460	$ 10,000	1
660-08527B(1C)	665-399-50-40-78	802/30110(02)	66-2529	B460	$ 20,000	1
660-08556A(1C)	633-212-62-10-78	802/30110(02)	63-2529	A701	$ 10,000	1
660-08557B(1C)	633-212-62-10-78	803/40110(03)	63-2529	A701	$ 500,000	*
660-08558A(1C)	632-370-03-00-04	802/30110(02)	63-2550	A701	$ 46,332	2
660-08559A(1C)	632-370-03-00-04	803/40110(03)	63-2550	A701	$ 200,000	2

total: $788,332

*$194,526 to CLIN 1; $305,474 to CLIN 2

--END OF MODIFICATION—

Attachment: Consisting of Revision 4 of Attachment L, and containing 27 pages.

NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 210.8
Greenbelt, MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE:	10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: GCQ **N/A** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Unilateral Modification pursuant to Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (October 1996)**

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to be issued office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

This modification adjusts the contract for the amount of award fee earned during Award Fee Period 8 (from June 1, 2002 through November 30, 2002.)

The Government has determined that an award fee of $111,217 (approximately 91% percent of the available award fee) has been earned in this period.

(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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	James S. King

Accordingly:

1. Revise Clause B.3—CONTRACT VALUE—, Item II "Estimated Cost and Award Fee (Applicable to CLIN 2)" as follows:

CLIN 2

	From	By	To
Estimated Cost	$19,740,815	$ 0	$19,740,815
Award Fee Earned	$ 713,451	$ 111,217	$ 824,668
Remaining Available Award Fee	$ 370,194	$ (122,351)	$ 247,843
Total CPAF	$20,824,460	$ (11,134)	$20,813,326

2. Revise Clause G.7—AWARD FEE FOR SERVICE CONTRACTS (1852.216-76 (OCTOBER 1996) (Applicable to CLIN 2)—item (a) as follows:

"The Contractor can earn award fee from a minimum of zero dollars to the maximum of $1,072,511 during the term of the contract."

3. An amount of $0 of provisional award fee has previously been paid to the Contractor for the period. Thus, a net amount of $111,217 shall be paid to the Contractor for award fee upon execution of this modification by the Contracting Officer.

--END OF MODIFICATION NO. 75--

6. ISSUED BY
NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 210.8
Greenbelt, MD 20771

7. ADMINISTERED BY *(If other than Item 6)*

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

Raytheon STX Corporation
4400 Forbes Boulevard
Lanham, MD 20706-4392

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO:
NAS5-98156

10B. DATED *(SEE ITEM 13)*:
12/01/98

CODE:

FACILITY CODE:

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: GCQ **See Page 3** **PPC: BX**

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 42.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **52.243-2 Changes Clause, Alternate 1**
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] 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 mater where feasible.)

This modification provides complete and equitable adjustment to Option 3 (contract year 5) for contract changes issued under prior modification No. 41. Additionally, it adjusts the contract to correct the earned and lost technical incentive fee previously established in Modification 74, provides additional contract funding, and updates the Small Business/Small Disadvantaged Business Subcontracting Plan (Attachment D of the contract).

Accordingly: **(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 TITLED OF SIGNER (Type or print)
Julie Smith, Principal Contract Admin.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
James S. King

1. Prior Modification No. 41 deleted statement of work requirements under CLIN 1 of the contract, in the areas of WBS 1.5 (ROSAT science data processing and management), WBS 1.6 (ASCA science data processing and management), and WBS 1.7 (Electronic Handbooks). In recognition of the impact of these changes on Option 3 (exercised on prior Modification No. 73), the contract value for CLIN 1 is reduced by $462,081. Therefore, Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" is revised as follows:

CLIN 1

	From	By	To
Estimated Cost	$12,573,459.00	($412,572.00)	$12,160,887.00
Technical Incentive Fee Earned	$ 587,346.06	$ 0.00	$ 587,346.06
Remaining Available Technical Incentive Fee	$ 139,514.00	($ 24,754.50)	$ 114,759.50
Target Cost Incentive Fee	$ 754,048.50	($ 24,754.50)	$ 729,294.00
Total CPIF	$14,054,367.56	($462,081.00)	$13,592,286.56

Release:

This modification provides complete and full equitable adjustment to Option 3 (Contract Year 5) for the changes issued under prior contract modification No. 41, and for the Contractor's Credit Calculation for Option 3, submitted via electronic mail on January 11, 2001. The Contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributable to such facts and circumstances giving rise to the aforesaid proposal for credit adjustment to Option 3.

2. The Government incorrectly determined the technical incentive fee earned for Period No. 8 (June 1, 2002-November 30, 2002) as $55,553 (90% of the available incentive fee of $61,726). This determination was cited in prior modification No. 74, and the contract value was adjusted to reflect earned and lost incentive fee based on the incorrect determination. The correct technical incentive fee determination for Period 8 is $60,491 (98% of the available incentive fee of $61,726). Clause B.3—CONTRACT VALUE—, Item I "Estimated Cost and Incentive Fee (Applicable to CLIN 1)" is therefore revised to increase the earned amount by $4,938:

CLIN 1

	From	By	To
Estimated Cost	$12,160,887.00	0	$12,160,887.00
Technical Incentive Fee Earned	$ 587,346.06	$ 4,938.00	$ 592,284.06
Remaining Available Technical Incentive Fee	$ 114,759.50	$ 0	$ 114,759.50
Target Cost Incentive Fee	$ 729,294.00	$ 0	$ 729,294.00
Total CPIF	$13,592,286.56	$ 4,938.00	$13,597,224.56

3. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

CLIN 2:

	From	By	To
Estimated Cost	$17,111,567	$651,057	$17,762,624
Award Fee	$ 824,668	$ 0	$ 824,668
Total CPAF	$17,936,235	$651,057	$18,587,292

The allotment dates for CLIN's 1 and 2 are extended to April 24, 2003, per the Contractor.

4. Clause J.1 "LIST OF ATTACHMENTS", Attachment D "Small Business Subcontracting Plan" is revised to reflect the current version of the Plan, dated January 16, 2003. The revised Plan is provided as an attachment to this modification.

ACCOUNTING AND APPROPRIATION DATA-add the following:

PCN	JON	APP	OC	BLI	AMT	CLIN
444-04350A(1C)	444-470-16-10-03	803/40110(03)	44-2550	A501	$ 47,000	1
586-10200A(1C)	586-749-10-02-01	803/40110(03)	58-2590	A701	$ 20,000	1
630-08367A(1C)	602-370-10-02-02	802/30110(02)	63-2550	A701	$ 23,653	1
630-08368A(1C)	633-216-20-03-03	802/30110(02)	63-2550	A701	$ 101,000	1
630-08369A(1C)	633-370-28-30-01	803/40110(03)	63-2550	A701	$ 80,000	1
630-08374A(1C)	696-784-50-10-25	803/40110(03)	63-2550	A701	$ 100,000	1
630-08374B(1C)	632-370-03-00-04	803/40110(03)	63-2550	A701	$ 400,000	*
630-08374C(1C)	633-216-20-03-03	803/40110(03)	63-2550	A701	$ 189,000	2
630-08374D(1C)	632-749-10-02-01	803/40110(03)	63-2550	A701	$ 24,225	2
630-08374E(1C)	632-749-30-02-01	803/40110(03)	63-2550	A701	$ 30,000	2
630-08374F(1C)	633-370-28-30-01	803/40110(03)	63-2550	A701	$ 31,445	2
630-08375A(1C)	633-625-20-05-78	803/40110(03)	63-2529	B401	$ 43,000	2
630-08375B(1C)	662-740-70-03-78	803/40110(03)	63-2529	B401	$ 14,085	2
630-08375C(1C)	633-212-62-10-78	803/40110(03)	63-2529	B401	$ 72,800	2
630-08376A(1C)	633-216-20-02-03	802/30110(02)	63-2550	A701	$ 47,083	2
630-08376B(1C)	633-216-20-03-03	802/30110(02)	63-2550	A701	$ 47,306	2
690-09658A(1C)	691-344-31-51-25	802/30110(02)	69-2550	A501	$ 1,882	2
690-09658B(1C)	691-344-38-18-25	802/30110(02)	69-2550	A501	$ 44	2
690-09658C(1C)	691-344-31-27-25	802/30110(02)	69-2550	A501	$ 23,876	2
				total:	$1,296,399	

*$273,689 to CLIN 1; $126,311 to CLIN 2

NASA/Goddard Space Flight Center
Space Sciences Procurement Office, Code 210.8
Greenbelt, MD 20771

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation **4400 Forbes Boulevard** **Lanham, MD 20706-4392**		9B. DATED *(SEE ITEM 11)*:
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE: / FACILITY CODE:		10B. DATED *(SEE ITEM 13)*: 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)*

B/NC: GCQ **See Page 2** **PPC: BX**

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) **Unilateral – Clause 52.232-22—LIMITATION OF FUNDS (APR 1984)**

E. IMPORTANT: Contractor [X] is not, [X] 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 mater where feasible.)

This modification provides additional contract funding.

Accordingly: (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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **James S. King**	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 3/21/2003

1. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$ 9,683,958.00	$ 622,887	$10,306,845.00
Incentive Fee	$ 1,464,362.94	$ 178,633	$ 1,642,995.94 *
Total CPIF	$11,148,320.94	$ 801,520	$11,949,840.94

CLIN 2:

	From	By	To
Estimated Cost	$17,762,624	$1,352,550	$19,115,174
Award Fee	$ 824,668	$ 123,922	$ 948,590
Total CPAF	$18,587,292	$1,476,472	$20,063,764

The allotment dates for CLIN's 1 and 2 are extended to September 3, 2003, per the Contractor.

* Incentive Fee funding approach is hereby revised. Previously, CLIN 1 Incentive Fee was funded based on the negotiated Target Fee values, the sum of these being $1,436,337.56. Based on Contractor performance, funding will now be based on the negotiated Maximum Fee values, the sum of these being $1,800,984.56. The final fee earned and fee funding required for CLIN 1 will be determined at the end of the contract, and the funding will be adjusted downward as necessary at that time.

2. ACCOUNTING AND APPROPRIATION DATA-add the following:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-08378A(1C)	633-212-62-10-78	803/40110(03)	63-2529	B401	$1,717,400	*
630-08379A(1C)	633-216-20-03-03	803/40110(03)	63-2550	A701	$ 39,384	2
630-08379B(1C)	633-370-28-30-01	803/40110(03)	63-2550	A701	$ 26,972	2
630-08379D(1C)	632-749-30-02-01	803/40110(03)	63-2550	A701	$ 2,000	2
630-08379E(1C)	632-370-03-00-04	803/40110(03)	63-2550	A701	$ 385,465	2
630-08379F(1C)	632-784-50-00-07	803/40110(03)	63-2550	A701	$ 66,771	2
695-09669A(1C)	695-019-20-84-25	803/40110(03)	69-2550	A501	$ 40,000	2
				total:	$2,277,992	

*$801,520 to CLIN 1; $915,880 to CLIN 2

--END OF MODIFICATION—

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6. ISSUED BY	7. ADMINISTERED BY (*If other than Item 6*)
NASA/Goddard Space Flight Center Space Sciences Procurement Office, Code 210.8 Greenbelt, MD 20771	

8. NAME AND ADDRESS OF CONTRACTOR (*No., street, county, State and ZIP Code*)		9A. AMENDMENT OF SOLICITATION NO.
Raytheon STX Corporation 4400 Forbes Boulevard Lanham, MD 20706-4392		9B. DATED (*SEE ITEM 11*):
		10A. MODIFICATION OF CONTRACT/ORDER NO: NAS5-98156
CODE:	FACILITY CODE:	10B. DATED (*SEE ITEM 13*): 12/01/98

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 a 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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*)
B/NC: GCQ **See Page 2** PPC: BX

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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) Bilateral - 52.232-22—LIMITATION OF FUNDS (APR 1984) and the consent of the parties

E. IMPORTANT: Contractor [ ] is not, [X] 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 mater where feasible.)

This modification provides additional contract funding, and adds a new contract clause.

Accordingly: (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 TITLED OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Julie G. Smith Principal Contract Administrator	James S. King
15B. CONTRACTOR/OFFEROR: Julie G Smith (Signature of person authorized to sign)	15C. DATE SIGNED: 4/18/03
	16B. UNITED STATES OF AMERICA BY: James S. King (Signature of Contracting Officer)
	16C. DATE SIGNED: 4/18/03

1. Clause B.7—CONTRACT FUNDING—is revised to reflect additional funding as follows:

CLIN 1:

	From	By	To
Estimated Cost	$10,306,845.00	$251,824	$10,558,669.00
Incentive Fee	$ 1,642,995.94	$ 0	$ 1,642,995.94
Total CPIF	$11,949,840.94	$251,824	$12,201,664.94

CLIN 2:

	From	By	To
Estimated Cost	$19,115,174	$467,672	$19,582,846
Award Fee	$ 948,590	$ 0	$ 948,590
Total CPAF	$20,063,764	$467,672	$20,531,436

The allotment dates for CLIN's 1 and 2 are extended to October 15, 2003, per the Contractor.

2. ACCOUNTING AND APPROPRIATION DATA-add the following:

PCN	JON	APP	OC	BLI	AMT	CLIN
630-08359A(1C)	633-322-60-10-01	802/30111(02)	63-2550	A701	$ 2,660	1
630-08359B(1C)	633-322-60-10-02	802/30111(02)	63-2550	A701	$ 30,980	1
630-08359C(1C)	633-322-60-10-03	802/30111(02)	63-2550	A701	$ 20,000	1
630-08384A(1C)	630-019-08-03-01	803/40110(03)	63-2550	A701	$ 28,000	1
630-08384B(1C)	632-784-40-91-01	803/40110(03)	63-2550	A701	$ 21,375	1
630-08384C(1C)	633-370-28-30-01	803/40110(03)	63-2550	A701	$ 1,774	1
630-08384D(1C)	633-216-20-03-03	803/40110(03)	63-2550	A701	$ 6,000	1
630-08384E(1C)	632-749-30-02-01	803/40110(03)	63-2550	A701	$ 12,797	1
630-08384G(1C)	632-370-03-00-04	803/40110(03)	63-2550	A701	$ 330,000	*
630-08384H(1C)	600-019-18-17-01	803/40110(03)	63-2550	A701	$ 14,800	2
630-08384I(1C)	633-667-50-70-05	803/40110(03)	63-2550	A701	$ 12,000	2
630-08384J(1C)	630-370-30-80-02	803/40110(03)	63-2550	A701	$ 10,000	2
630-08385A(1C)	633-625-20-06-78	803/40110(03)	63-2529	B401	$ 53,000	2
630-08387A(1C)	633-325-05-02-02	803/40110(03)	63-2550	A701	$ 35,298	2
660-08610A(1C)	665-399-50-40-78	802/30110(02)	66-2529	B401	$ 5,000	2
695-09678A(1C)	695-325-04-01-25	803/40111(03)	69-2550	A501	$ 24,000	2
696-09676A(1C)	696-622-96-18-25	803/40110(03)	69-2550	A501	$ 111,812	2

3. The following new clause is added to the contract:

Clause G.17--GOVERNMENT PROVIDED MOTOR VEHICLES (GSFC 52.24591) (JAN 2002)

(a) Authorized users. The installation provided property and services listed in NASA FAR Supplement clause 1852.24577 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State drivers license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office, Code 239 or to the Wallops Dispatch Office, Code 231.W, as appropriate. The motor pool dispatcher will use the list to ensure that only Contractor employee(s)on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:
(1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
(2) The Motor Vehicle Safety requirements stated in subchapter 6.3 of NPG 8715.3, NASA Safety Manual.
(3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

--END OF MODIFICATION NO. 78—