

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 1		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000 CODE		JAZ:227-4 Ronnee R Gonzalez (7	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386 CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)					
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect administrative changes and to incorporate clause H.13 to the contract as stated on page 2. 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) Michael D. Weiss, General Manager, Jacobs Sverdrup			16A. NAME AND TITLE OF CONTRACTING OFFICER Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR mweiss (7/7/04) (Electronic Signature Applied)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (7/8/04) (Electronic Signature Applied)		16C. DATE SIGNED 7/8/04
NSN 7540-01-152-8070 PREVIOUS EDITION UNSUSABLE					
30-105					
STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 58.24					

94-2062 CA, SAN JOSE 06/22/04
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2062
Director	Wage Determinations	Revision No.: 17
		Date Of Last Revision: 06/17/2004

State: California

Area: California Counties of Santa Clara, Santa Cruz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.96
01012 - Accounting Clerk II	14.14
01013 - Accounting Clerk III	15.93
01014 - Accounting Clerk IV	18.53
01030 - Court Reporter	20.19
01050 - Dispatcher, Motor Vehicle	16.67
01060 - Document Preparation Clerk	15.45
01070 - Messenger (Courier)	12.34
01090 - Duplicating Machine Operator	15.45
01110 - Film/Tape Librarian	15.40
01115 - General Clerk I	12.21
01116 - General Clerk II	13.71
01117 - General Clerk III	15.48
01118 - General Clerk IV	16.99
01120 - Housing Referral Assistant	22.50
01131 - Key Entry Operator I	12.88
01132 - Key Entry Operator II	15.55
01191 - Order Clerk I	14.83
01192 - Order Clerk II	16.18
01261 - Personnel Assistant (Employment) I	13.55
01262 - Personnel Assistant (Employment) II	15.20
01263 - Personnel Assistant (Employment) III	17.55
01264 - Personnel Assistant (Employment) IV	20.41
01270 - Production Control Clerk	19.88
01290 - Rental Clerk	13.30
01300 - Scheduler, Maintenance	16.07
01311 - Secretary I	16.09
01312 - Secretary II	20.19
01313 - Secretary III	22.50
01314 - Secretary IV	26.11
01315 - Secretary V	29.33
01320 - Service Order Dispatcher	13.30
01341 - Stenographer I	14.32
01342 - Stenographer II	16.14
01400 - Supply Technician	26.11
01420 - Survey Worker (Interviewer)	13.51
01460 - Switchboard Operator-Receptionist	12.81

01510 - Test Examiner	20.19
01520 - Test Proctor	20.19
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	14.07
01533 - Travel Clerk III	15.18
01611 - Word Processor I	15.27
01612 - Word Processor II	17.15
01613 - Word Processor III	19.18
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.93
03041 - Computer Operator I	15.93
03042 - Computer Operator II	17.88
03043 - Computer Operator III	21.13
03044 - Computer Operator IV	23.59
03045 - Computer Operator V	26.13
03071 - Computer Programmer I (1)	19.56
03072 - Computer Programmer II (1)	25.48
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.93
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.80
05010 - Automotive Glass Installer	17.72
05040 - Automotive Worker	19.41
05070 - Electrician, Automotive	20.32
05100 - Mobile Equipment Servicer	17.66
05130 - Motor Equipment Metal Mechanic	21.21
05160 - Motor Equipment Metal Worker	19.41
05190 - Motor Vehicle Mechanic	21.21
05220 - Motor Vehicle Mechanic Helper	16.73
05250 - Motor Vehicle Upholstery Worker	18.55
05280 - Motor Vehicle Wrecker	19.41
05310 - Painter, Automotive	20.32
05340 - Radiator Repair Specialist	19.41
05370 - Tire Repairer	14.48
05400 - Transmission Repair Specialist	21.21
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.27
07010 - Baker	12.55
07041 - Cook I	13.37
07042 - Cook II	14.74
07070 - Dishwasher	9.34
07130 - Meat Cutter	17.14
07250 - Waiter/Waitress	9.68
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.21
09040 - Furniture Handler	14.58
09070 - Furniture Refinisher	20.21
09100 - Furniture Refinisher Helper	16.64
09110 - Furniture Repairer, Minor	18.45
09130 - Upholsterer	20.21
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.47
11060 - Elevator Operator	10.27

11090 - Gardener	14.75
11121 - House Keeping Aid I	10.37
11122 - House Keeping Aid II	10.37
11150 - Janitor	11.30
11210 - Laborer, Grounds Maintenance	12.24
11240 - Maid or Houseman	10.37
11270 - Pest Controller	15.19
11300 - Refuse Collector	11.30
11330 - Tractor Operator	13.99
11360 - Window Cleaner	12.24
12000 - Health Occupations	
12020 - Dental Assistant	16.59
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.69
12071 - Licensed Practical Nurse I	13.06
12072 - Licensed Practical Nurse II	14.65
12073 - Licensed Practical Nurse III	16.40
12100 - Medical Assistant	14.65
12130 - Medical Laboratory Technician	14.65
12160 - Medical Record Clerk	14.65
12190 - Medical Record Technician	17.92
12221 - Nursing Assistant I	10.42
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.79
12224 - Nursing Assistant IV	14.35
12250 - Pharmacy Technician	15.25
12280 - Phlebotomist	14.35
12311 - Registered Nurse I	21.81
12312 - Registered Nurse II	26.66
12313 - Registered Nurse II, Specialist	26.66
12314 - Registered Nurse III	32.25
12315 - Registered Nurse III, Anesthetist	32.25
12316 - Registered Nurse IV	38.68
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.77
13011 - Exhibits Specialist I	21.72
13012 - Exhibits Specialist II	23.68
13013 - Exhibits Specialist III	28.90
13041 - Illustrator I	21.68
13042 - Illustrator II	23.58
13043 - Illustrator III	28.84
13047 - Librarian	28.15
13050 - Library Technician	16.36
13071 - Photographer I	16.49
13072 - Photographer II	19.73
13073 - Photographer III	21.47
13074 - Photographer IV	26.25
13075 - Photographer V	31.76
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.87
15030 - Counter Attendant	8.87
15040 - Dry Cleaner	11.86
15070 - Finisher, Flatwork, Machine	8.87
15090 - Presser, Hand	8.87
15100 - Presser, Machine, Drycleaning	8.87
15130 - Presser, Machine, Shirts	8.87
15160 - Presser, Machine, Wearing Apparel, Laundry	8.87
15190 - Sewing Machine Operator	12.93

15220 - Tailor	13.99
15250 - Washer, Machine	9.96
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.96
19040 - Tool and Die Maker	25.80
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.58
21020 - Material Coordinator	19.76
21030 - Material Expediter	19.76
21040 - Material Handling Laborer	12.69
21050 - Order Filler	13.89
21071 - Forklift Operator	15.40
21080 - Production Line Worker (Food Processing)	15.40
21100 - Shipping/Receiving Clerk	14.40
21130 - Shipping Packer	13.18
21140 - Store Worker I	11.54
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.84
21210 - Tools and Parts Attendant	15.40
21400 - Warehouse Specialist	15.40
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.05
23040 - Aircraft Mechanic Helper	17.11
23050 - Aircraft Quality Control Inspector	23.72
23060 - Aircraft Servicer	19.26
23070 - Aircraft Worker	20.43
23100 - Appliance Mechanic	21.37
23120 - Bicycle Repairer	15.44
23125 - Cable Splicer	22.77
23130 - Carpenter, Maintenance	22.77
23140 - Carpet Layer	20.43
23160 - Electrician, Maintenance	26.69
23181 - Electronics Technician, Maintenance I	16.91
23182 - Electronics Technician, Maintenance II	23.11
23183 - Electronics Technician, Maintenance III	26.61
23260 - Fabric Worker	19.26
23290 - Fire Alarm System Mechanic	22.77
23310 - Fire Extinguisher Repairer	18.05
23340 - Fuel Distribution System Mechanic	24.66
23370 - General Maintenance Worker	15.09
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.89
23430 - Heavy Equipment Mechanic	23.16
23440 - Heavy Equipment Operator	24.17
23460 - Instrument Mechanic	22.77
23470 - Laborer	12.42
23500 - Locksmith	23.76
23530 - Machinery Maintenance Mechanic	23.22
23550 - Machinist, Maintenance	24.33
23580 - Maintenance Trades Helper	16.64
23640 - Millwright	24.42
23700 - Office Appliance Repairer	21.60
23740 - Painter, Aircraft	21.32
23760 - Painter, Maintenance	20.21
23790 - Pipefitter, Maintenance	25.53
23800 - Plumber, Maintenance	24.44
23820 - Pneudraulic Systems Mechanic	22.77
23850 - Rigger	21.10
23870 - Scale Mechanic	20.43

23890 - Sheet-Metal Worker, Maintenance	23.88
23910 - Small Engine Mechanic	19.31
23930 - Telecommunication Mechanic I	22.32
23931 - Telecommunication Mechanic II	23.87
23950 - Telephone Lineman	22.26
23960 - Welder, Combination, Maintenance	21.10
23965 - Well Driller	22.77
23970 - Woodcraft Worker	22.77
23980 - Woodworker	17.58
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.19
24580 - Child Care Center Clerk	10.41
24600 - Chore Aid	9.46
24630 - Homemaker	11.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	27.96
25040 - Sewage Plant Operator	23.09
25070 - Stationary Engineer	26.39
25190 - Ventilation Equipment Tender	19.88
25210 - Water Treatment Plant Operator	22.43
27000 - Protective Service Occupations	
(not set) - Police Officer	34.49
27004 - Alarm Monitor	12.18
27006 - Corrections Officer	26.05
27010 - Court Security Officer	29.27
27040 - Detention Officer	26.05
27070 - Firefighter	27.28
27101 - Guard I	11.37
27102 - Guard II	12.72
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.22
28020 - Hatch Tender	17.22
28030 - Line Handler	17.22
28040 - Stevedore I	16.46
28050 - Stevedore II	18.00
29000 - Technical Occupations	
21150 - Graphic Artist	26.12
29010 - Air Traffic Control Specialist, Center (2)	34.16
29011 - Air Traffic Control Specialist, Station (2)	23.55
29012 - Air Traffic Control Specialist, Terminal (2)	25.95
29023 - Archeological Technician I	13.37
29024 - Archeological Technician II	14.95
29025 - Archeological Technician III	18.52
29030 - Cartographic Technician	20.37
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.15
29040 - Civil Engineering Technician	22.41
29061 - Drafter I	16.50
29062 - Drafter II	18.52
29063 - Drafter III	22.19
29064 - Drafter IV	24.13
29081 - Engineering Technician I	15.61
29082 - Engineering Technician II	18.23
29083 - Engineering Technician III	20.63
29084 - Engineering Technician IV	25.27
29085 - Engineering Technician V	30.91
29086 - Engineering Technician VI	35.02
29090 - Environmental Technician	22.94

29100 - Flight Simulator/Instructor (Pilot)	31.53
29160 - Instructor	25.45
29210 - Laboratory Technician	18.11
29240 - Mathematical Technician	24.95
29361 - Paralegal/Legal Assistant I	20.32
29362 - Paralegal/Legal Assistant II	23.04
29363 - Paralegal/Legal Assistant III	28.08
29364 - Paralegal/Legal Assistant IV	34.06
29390 - Photooptics Technician	22.54
29480 - Technical Writer	31.70
29491 - Unexploded Ordnance (UXO) Technician I	21.71
29492 - Unexploded Ordnance (UXO) Technician II	26.26
29493 - Unexploded Ordnance (UXO) Technician III	31.48
29494 - Unexploded (UXO) Safety Escort	21.71
29495 - Unexploded (UXO) Sweep Personnel	21.71
29620 - Weather Observer, Senior (3)	21.48
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.35
29622 - Weather Observer, Upper Air (3)	19.35
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.81
31260 - Parking and Lot Attendant	8.35
31290 - Shuttle Bus Driver	11.24
31300 - Taxi Driver	10.64
31361 - Truckdriver, Light Truck	12.20
31362 - Truckdriver, Medium Truck	12.82
31363 - Truckdriver, Heavy Truck	20.16
31364 - Truckdriver, Tractor-Trailer	20.16
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.13
99030 - Cashier	8.15
99041 - Carnival Equipment Operator	13.09
99042 - Carnival Equipment Repairer	13.81
99043 - Carnival Worker	10.58
99050 - Desk Clerk	9.19
99095 - Embalmer	21.71
99300 - Lifeguard	8.17
99310 - Mortician	21.71
99350 - Park Attendant (Aide)	10.29
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.17
99500 - Recreation Specialist	12.63
99510 - Recycling Worker	13.98
99610 - Sales Clerk	8.17
99620 - School Crossing Guard (Crosswalk Attendant)	9.74
99630 - Sport Official	8.17
99658 - Survey Party Chief (Chief of Party)	14.75
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.35
99660 - Surveying Aide	7.41
99690 - Swimming Pool Operator	14.48
99720 - Vending Machine Attendant	12.47
99730 - Vending Machine Repairer	14.48
99740 - Vending Machine Repairer Helper	12.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of

the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

DATA REQUIREMENTS LIST (DRL)

TITLE OF CONTRACT, PRODUCT, SOW, ETC. Aerospace Testing and Facilities Operations and Maintenance	CONTRACT/RFP NO. NNA04BA85C	DRL DATE/MOD DATE July 2, 2004
--	--------------------------------	-----------------------------------

1. LINE ITEM NO.	2. DRL TITLE	3. FREQUENCY	4. SUBMISSION DATE	5. COPIES
1	Initial Financial Management Report	See Remarks	See Remarks	See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION			8. REMARKS	
<p>Electronic (spreadsheet format) submission to:</p> <p>COTR; Code AO, M/S 227-4 (1 cy) CO; Code JAZ, M/S: 227-4 (1 cy) Financial Management Division, Code CF, M/S 203-18 (1 cy) Resources Management Office (RMO), Code CR, M/S 237-9 (1 cy)</p> <p>(NOTE: Electronic addresses will be supplied by the Contracting Officer)</p>			<p>Submission 10 working days after effective date of contract.</p> <p>An initial financial management report shall be submitted by the Contractor and each major subcontractor on NASA Form 533Q (or computer-generated version) in accordance with the instructions on the reverse side of the forms and the NASA Procedural Requirements (NPR) 9501.2, <i>NASA Contractor Financial Management Reporting</i>, at URL http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal_ID=N_PG_9501_002D_&page_name=main and as set forth below.</p> <p>Reporting categories shall be elements of cost including direct labor hours (excluding subcontract); direct labor hours (major subcontractors); direct labor costs (separated by prime and major subcontractor); overhead; other direct costs (ODCs), G&A; total costs; incentive fee and award fee; total cost plus fee. Overtime is to be reported separately for each of the above categories. ODCs include travel, material purchases, and subcontracts (other than major subcontractors). All of the above data is to be submitted for the base period.</p>	

DATA REQUIREMENTS LIST (DRL)

TITLE OF CONTRACT, PRODUCT, SOW, ETC. Aerospace Testing and Facilities Operations and Maintenance	CONTRACT/RFP NO. NNA04BA85C	DRL DATE/MOD DATE July 2, 2004
--	--------------------------------	-----------------------------------

1. LINE ITEM NO.	2. DRL TITLE	3. FREQUENCY	4. SUBMISSION DATE	5. COPIES
2	Monthly Financial Management Report	Monthly	See Remarks	See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION			8. REMARKS	
<p>Electronic (spreadsheet format) submission to:</p> <p>COTR; Code AO, M/S 227-4 (1 cy)</p> <p>CO; Code JAZ, M/S: 227-4 (1 cy)</p> <p>Financial Management Division, Code CF, M/S 203-18 (1 cy)</p> <p>Resources Management Office (RMO), Code CR, M/S 237-9 (1 cy)</p> <p>(NOTE: Electronic addresses will be supplied by the Contracting Officer)</p>			<p>The Contractor shall deliver the NF 533M report no later than the 10th working day after end of accounting month being reported. And in accordance with the instructions on the reverse side of the forms and the NASA Procedural Requirements (NPR) 9501.2, <i>NASA Contractor Financial Management Reporting</i>, at URL http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal_ID=N_PG_9501_002D_&page_name=main and as set forth below.</p> <p>Reporting categories shall be elements of cost including direct labor hours (excluding subcontract); direct labor hours (major subcontractors); direct labor costs (separated by prime and major subcontractor); overhead; other direct costs (ODCs), G&A; total costs; incentive fee and award fee; total cost plus fee. Overtime is to be reported separately for each of the above categories. ODCs include travel, material purchases, and subcontracts (other than major subcontractors). All of the above data is to be submitted for the reporting period, the cumulative periods, the Government Fiscal Year cumulative, and the estimated costs to completion and at the contract level and division, branch, project, or category (e.g. maintenance, operations, facility) level. Formats will be agreed upon between the Contractor, COTR, and Contracting Officer (including SAP compatible when required).</p> <p>Variances exceeding 5 percent between planned dollars and actual dollars for each reporting category (at the total contract level only) shall be explained.</p>	

DATA REQUIREMENTS LIST (DRL)

TITLE OF CONTRACT, PRODUCT, SOW, ETC. Aerospace Testing and Facilities Operations and Maintenance	CONTRACT/RFP NO. NNA04BA85C	DRL DATE/MOD DATE July 2, 2004
--	--------------------------------	-----------------------------------

1. LINE ITEM NO.	2. DRL TITLE	3. FREQUENCY	4. SUBMISSION DATE	5. COPIES
3	Quarterly Financial Management Report	Quarterly	See Remarks	See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION Electronic (spreadsheet format) submission to: COTR; Code AO, M/S 227-4 (1 cy) CO; Code JAZ, M/S: 227-4 (1 cy) Financial Management Division, Code CF, M/S 203-18 (1 cy) Resources Management Office (RMO), Code CR, M/S 237-9 (1 cy) (NOTE: Electronic addresses will be supplied by the Contracting Officer)			8. REMARKS The Contractor shall submit the NF 533Q not later than the 15th day of the month preceding the quarter (based on the Government Fiscal Year) being projected in accordance with the instructions on the reverse side of the forms and the NASA Procedural Requirements (NPR) 9501.2, <i>NASA Contractor Financial Management Reporting</i> , at URL http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal_ID=N_PG_9501_002D_&page_name=main and as set forth below. Reporting categories shall be elements of cost including direct labor hours (excluding subcontract); direct labor hours (major subcontractors); direct labor costs (separated by prime and major subcontractor); overhead; other direct costs (ODCs), G&A; total costs; incentive fee and award fee; total cost plus fee. Overtime is to be reported separately for each of the above categories. ODCs include travel, material purchases, and subcontracts (other than major subcontractors). All of the above data is to be submitted for the reporting period, the cumulative periods, the Government Fiscal Year cumulative, and the estimated costs to completion and at the contract level and division, branch, project, or category (e.g. maintenance, operations, facility) level. Formats will be agreed upon between the Contractor, COTR, and Contracting Officer. Variances exceeding 5 percent between planned dollars and actual dollars for each reporting category (at the total contract level only) shall be explained.	

DATA REQUIREMENTS LIST (DRL)

TITLE OF CONTRACT, PRODUCT, SOW, ETC. Aerospace Testing and Facilities Operations and Maintenance	CONTRACT/RFP NO. NNA04BA85C	DRL DATE/MOD DATE July 2, 2004
--	--------------------------------	-----------------------------------

1. LINE ITEM NO. 4	2. DRL TITLE Monthly Technical Progress Report	3. FREQUENCY Monthly	4. SUBMISSION DATE See Remarks	5. COPIES See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION Electronic submittal to: COTR; Code AO, M/S 227-4 (1 cy) CO; Code JAZ, M/S: 227-4 (1 cy) New Technology Representative, Code DK, M/S 202A-3 (1 cy)			8. REMARKS The Contractor shall submit separate monthly status reports of all work accomplished during each month of contract performance no later than ten (10) working days after the end of the month. Reports shall be in narrative form and brief and informal in content. Monthly reports shall include: a brief status of progress; issues, problems that may impede performance, and recommended action items for both the Government and the Contractor; staffing data and productivity metrics.	

1. LINE ITEM NO. 5	2. DRL TITLE Contractor Monthly Accident Report	3. FREQUENCY Monthly	4. SUBMISSION DATE See Remarks	5. COPIES See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION Submittal shall be made in accordance with the requirements found at: http://cmar.arc.nasa.gov/			8. REMARKS The Contractor electronically shall submit the Monthly Accident Report data to the Contractor Monthly Accident Report web-based system within 10 working days after each full month of completed service. A negative report is required.	

1. LINE ITEM NO. 6	2. DRL TITLE Mishap Report	3. FREQUENCY See Remarks	4. SUBMISSION DATE See Remarks	5. COPIES See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION COTR; Code AO, M/S 227-4 CO; Code JAZ, M/S 227-4 (1 cy) Office of Occupational Safety, Health, and Environmental Services, Code QH, M/S 218-1 (1 cy)			8. REMARKS The Contractor shall submit NASA Mishap Report NF 1627 for any accident that meets one of the specific criteria described in the instruction on the form, within one working day of the mishap occurrence.	

DATA REQUIREMENTS LIST (DRL)

TITLE OF CONTRACT, PRODUCT, SOW, ETC. Aerospace Testing and Facilities Operations and Maintenance	CONTRACT/RFP NO. NNA04BA85C	DRL DATE/MOD DATE July 2, 2004
--	--------------------------------	-----------------------------------

1. LINE ITEM NO.	2. DRL TITLE	3. FREQUENCY	4. SUBMISSION DATE	5. COPIES
7	2 nd /3 rd Shift Roster	See Remarks	See Remarks	See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION <i>Electronic Submission to:</i> COTR; Code AO, M/S 227-4 CO Code JAZ, M/S: 227-4 (1 cy) Protective Services Office, Code JP, M/S 15-1 (1 cy) (NOTE: Electronic addresses will be supplied by the Contracting Officer)			8. REMARKS The Contractor shall provide the schedule/roster for its on-site 2nd and 3rd shifts, including employee names, locations, and scheduled work periods. As a minimum, the Contractor shall submit a revised roster when there are changes in personnel or hours scheduled.	
8	Subcontracting Report SF 294	Semi-annually	See Remarks	See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION NASA distribution shall be through iSRS as described in Block 8. In addition: As required by the Small Business Administration and Defense Contract Management Agency.			8. REMARKS The contractor shall submit Standard Form 294, utilizing the Interim Subcontract Reporting System (iSRS), in accordance with the instructions provided on the reverse of the form and in accordance with Section I, clause 52.219-9 <i>Small Business and Small Disadvantaged Business Subcontracting Plan</i> . The SF 294 is to be submitted semi-annually by the end of the month following the close of the reporting period. NASA has prepared a website for use when submitting the SF 294 https://prod.nais.nasa.gov/srs/iSRS_registration_help.html	

DATA REQUIREMENTS LIST (DRL)

TITLE OF CONTRACT, PRODUCT, SOW, ETC. Aerospace Testing and Facilities Operations and Maintenance	CONTRACT/RFP NO. NNA04BA85C	DRL DATE/MOD DATE July 2, 2004
--	--------------------------------	-----------------------------------

1. LINE ITEM NO. 9	2. DRL TITLE Summary Subcontracting Report (SF 295)	3. FREQUENCY Annually	4. SUBMISSION DATE See Remarks	5. COPIES See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION NASA distribution shall be through iSRS as described in Block 8. In addition: As required by the Small Business Administration and Defense Contract Management Agency.		8. REMARKS The contractor shall submit Standard Form 295 in accordance with the instructions provided on the reverse of the form and in accordance with Section I, clause 52.219-9 <i>Small Business and Small Disadvantaged Business Subcontracting Plan</i> . The SF 295 is to be submitted semi-annually by the end of the month following the close of the reporting period. NASA has prepared a website for use when submitting the SF 295 reports https://prod.nais.nasa.gov/srs/iSRS_registration_help.html		
1. LINE ITEM NO. 10	2. DRL TITLE New Technology Reports	3. FREQUENCY See Remarks	4. SUBMISSION DATE See Remarks	5. COPIES See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input checked="" type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION New Technology Representative, Code DK, M/S 202A-3 (original) CO, Code JAZ, M/S: 227-4 (1 cy) Patent Representative, Code DL, M/S 202A-4 (1cy)		8. REMARKS The Contractor shall a New Technology Report for reportable items annually from contract award date and 3 months after contract completion, in accordance with NFS 1852.227-70, <i>New Technology</i> . A negative report is required even if there is no New Technology to report.		
1. LINE ITEM NO. 11	2. DRL TITLE Centrally Reportable Equipment (DOD Industrial Plant Equipment Requisition System (DD 1419))	3. FREQUENCY As Needed	4. SUBMISSION DATE See Remarks	5. COPIES See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input checked="" type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION Through COTR, code AO, M/S 227-4 Through CO, Code JAZ, M/S 227-4; to Equipment Management Specialist, Code JFS, M/S 255-2 (1 cy)		8. REMARKS The Contractor shall submit a DD Form 1419, <i>DOD Industrial Plan Equipment Requisition</i> , for property screening 30 days prior to purchase of property. The DD Form 1419 will be prepared, for each item of centrally reportable equipment to be acquired over \$5,000.00, except over \$500.00 for sensitive item equipment, in accordance with NFS 1845.502-70 and the preparation instructions in NFS 1845.7102.		

DATA REQUIREMENTS LIST (DRL)

TITLE OF CONTRACT, PRODUCT, SOW, ETC. Aerospace Testing and Facilities Operations and Maintenance	CONTRACT/RFP NO. NNA04BA85C	DRL DATE/MOD DATE July 2, 2004
--	--------------------------------	-----------------------------------

1. LINE ITEM NO.	2. DRL TITLE	3. FREQUENCY	4. SUBMISSION DATE	5. COPIES
12	Property Management Report	Quarterly	See Remarks	See Distribution
6. DATA TYPE: <input checked="" type="checkbox"/> Scheduled submittal <input type="checkbox"/> Submittal upon request <input type="checkbox"/> Submitted upon update <input type="checkbox"/> Gov't Approval Required				
7. DISTRIBUTION COTR; Code AO; M/S: 227-4 (1 cy) CO, Code JAZ, M/S: 227-4 (1 cy) Equipment Management Specialist, Code JFS, M/S 255-2 (original)			8. REMARKS The Contractor shall submit a Property Management Report itemizing all purchases for the quarter. All orders, items received, and prices must be included. The Contractor shall use DD Form 1149, DOD Requisition and Invoice/Shipping Document, to report Government property that is centrally reportable equipment to the NASA Equipment Management System (NEMS): 1) at the time of receipt and acceptance of accountability; 2) when major changes occur in the data initially submitted to NASA; and, 3) when the equipment is no longer required for or actively being used in pursuit of this contract. The Contractor shall indicate the current condition code of equipment reported pursuant to (3) above. Reportable data shall be forwarded through the Contracting Officer within 15 working days after the event that created the need for their preparation and shall be marked "FOR NEMS".	

- a. The purpose of this modification is to correct typographic errors in the Contract Summary Table, incorporate by reference NASA FAR Supplement Clause 1852.204-74, Central Contractor Registration, into Section H.1, incorporate clause H.13, Incentive Fee, regarding the minimum award fee required to earn incentive fee, to update the Attachment J.1 (a) 1b to reflect the latest wage determination, to revise Attachment J.1 (a) 2, Department of Defense Contract Security Classification Specification (DD254) and Attachment J.1(a) 3 as shown in paragraph b. below.
- b. As a result of paragraph a. above,
 1. The Contract Summary Table in Section B is revised to reflect correct totals for Option 1, Option 2, and Total Contract.
 2. Section H.1 is revised to add NASA FAR Supplement Clause dated August 2000.
 3. Clause H.13, Incentive Fee, is incorporated by this modification.
 4. Page J-1(a) 1b. is revised to reflect the latest wage determination.
 5. Attachment J.1 (a) 2, is updated to reflect the actual performance location and individual CAGE Code.
 6. Report Numbers 1-3, 6-7, 9, and 11 of Attachment J.1 (a) 3 are revised as shown on the attached revised pages.
- c. Replace Pages B-3, H-1, H-7, J-1, and Attachments J.1(a) 1b (pages 2-10), J.1(a) 2 and J.1(a) 3 with the attached revised pages.
- d. All other terms and conditions remain unchanged.

END OF MODIFICATION

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is B-4. The base fee is B-4. Total estimated base fee, and maximum award fee are B-4.

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for the Phase-In and Base Periods, and Option Periods, if exercised, and covers the following estimated period of performance:

July 1, 2004 through August 20, 2004

(b) An additional amount of \$50,000.00 is obligated under this contract for payment of fee.

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost			
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	0	\$500,000.00	\$500,000.00

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost				
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES

NUMBER	DATE	TITLE
1852.204-74	AUG 2001	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	AUG 1993	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	MAR 1997	SAFETY AND HEALTH
1852.223-75	JUL 2000	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	MAY 1992	OBSERVANCE OF LEGAL HOLIDAYS, Alternate II (SEP 1989)

[End of Clause]

H.2 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS, EXCLUDING CONSTRUCTION (ARC 52.204-91) (FEB 1997)

(a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.

(b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.

(c) (1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.

(2) The Government will notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.

(d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if

at <http://cmar.arc.nasa.gov/>. The CMAR system will assist the user via built in hyperlinks, to log into the system, complete the ARC 15 Form and other administrative activities.

The contractor shall ensure that accurate and complete data entry of the ARC 15 information is input monthly to the CMAR web-based system for its firm as well as all applicable subcontractors no later than the 10th day of the subsequent month. The contractor shall be responsible for input into the CMAR system of all changes (additions and/or deletions) for its applicable subcontractors.

H.13 INCENTIVE FEE

(a) *The Aerospace Testing and Facility Operation/Maintenance Contract is a Task Order, hybrid Cost Plus Incentive Fee/Award Fee (CPIF/AF) Service type contract. Contract Task Orders (CTOs) will be negotiated and issued to obtain, describe, and quantify the services required by NASA and also to establish incentives for the Contractor to potentially earn. Incentive fee for this contract can be earned and is used to reward the Contractor's cost performance. Award fee, on the other hand, rewards safety, quality, and timeliness performance. A minimum award fee score of 61, Satisfactory is required in order to earn Incentive Fee. Definitions for terms found in this section, Incentive Fee, can be found in the Federal Acquisition Regulation clause 52.216-10.*

(b) *Total target fee and maximum fee for the Incentive Fee and total estimate for the Award Fee of this contract are noted in Section B.3.*

(End of Clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTSJ.1 ARC 52.211-90 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (FEB 1997)
(MODIFIED JUL 2004)

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in responses to this solicitation are incorporated by reference in the resulting contract at time of award.

<u>Attachment No./Title</u>	<u>Date</u>
1a. Department of Labor Wage Determination No. 97-0099, Revision 4	2/14/04
1b. Department of Labor Wage Determination No. 94-2062, Revision 17 (http://kirk.fedworld.gov/sca/sca/94-2062.txt)	6/17/04
2. Department of Defense Contract Security Classification Specification (DD254)	6/3/04
3. Contract Data Requirements List (includes descriptions and submission requirements)	7/2/04
4. Equipment List for Facilities (Representative Listing)	
5. Facility Descriptions	
6. Contractor's Safety & Health Plan is hereby incorporated by reference	
7. Contractor's proposal is hereby incorporated by reference	
8. Contractor's Small Business Plan is incorporated by reference	

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 3		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200075545		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
<p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;</p> <p>(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or</p> <p>(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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
4200075545		OBLIGATE		\$304,985.42	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to incrementally fund the contract.					
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		
			Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Electronic Signature Applied)			Ronnee R Gonzalez (7/21/04)		7/21/04
			(Electronic Signature Applied)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 58.24	

A. This modification incorporates incremental funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through August 30, 2004.

(b) An amount of [B-4] is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$500,000.00	\$304,985.42	\$804,985.42

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for the Phase-In and Base Periods, and Option Periods, if exercised, and covers the following estimated period of performance:

July 1, 2004 through August 30, 2004

- (b) An additional amount of [B-4] is obligated under this contract for payment of fee.
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$500,000.00	\$304,985.42	\$804,985.42

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	[B-4]			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

A. This modification incorporates incremental funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4] This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through August 30, 2004.

(b) An amount of [B-4] is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$500,000.00	\$304,985.42	\$804,985.42

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for the Phase-In and Base Periods, and Option Periods, if exercised, and covers the following estimated period of performance:

July 1, 2004 through August 30, 2004

- (b) An additional amount of [B-4] is obligated under this contract for payment of fee.
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$500,000.00	\$304,985.42	\$804,985.42

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	[B-4]			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. <p style="text-align: center;">4</p>	3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">4200077115, 4200077148,</p>	5. PROJECT NO		
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) 4200077115, 4200077148, 4200077258 OBLIGATE \$351,041.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incrementally fund the contract. <p style="text-align: center;">SEE PAGE 2</p>					
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		
			Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Electronic Signature Applied)				Ronnee R Gonzalez (7/30/04)	7/30/04
				(Electronic Signature Applied)	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 53.24	

A. This modification incorporates incremental funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through September 15, 2004.

(b) An amount of B-4 is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$804,985.42	\$351,041.00	\$1,156,026.42

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through September 15, 2004.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$804,985.42	\$351,041.00	\$1,156,026.42

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	[B-4]			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 5		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2; OBLIGATE \$2,283,035.94					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incrementally fund the contract. 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		
			Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Electronic Signature Applied)			Ronnee R Gonzalez (8/31/04)	8/31/04	
			(Electronic Signature Applied)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 53.24	

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200077976	B-4
4200079479	
4200081121	
4200081994	
4200081729	
4200082402	
4200082840	
Total	\$2,283,035.94

A. This modification incorporates incremental funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through November 30, 2004.

(b) An amount of B-4 is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$1,156,026.42	\$2,283,035.94	\$3,439,062.36

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through November 30, 2004.
- (b) An amount of [B-4] is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$1,156,026.42	\$2,283,035.94	\$3,439,062.36

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	B-4			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 6		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200084069 and 4200084614		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2; OBLIGATED \$734,087.13					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incrementally fund the contract. 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 Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (9/9/04) (Electronic Signature Applied)		16C. DATE SIGNED 9/9/04
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 58.24

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	B-4
4200084614	
4200084069	
Total	\$734,087.13

A. This modification incorporates incremental funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through November 30, 2004.

(b) An amount of B-4 is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$3,439,062.36	\$734,087.13	\$4,173,149.49

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through November 30, 2004.
- (b) An amount of [B-4] is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$3,439,062.36	\$734,087.13	\$4,173,149.49

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	B-4			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. 7		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200085493 and 4200085615		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000 CODE			7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386 CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035				(9)	9A. AMENDMENT OF SOLICITATION NO	
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
				(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE		<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:						
(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
See Page 2; OBLIGATE \$276,355.00						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> 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.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding						
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this modification is to incrementally fund the contract.						
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 Ronnee R. Gonzalez			
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (9/15/04) (Electronic Signature Applied)		16C. DATE SIGNED 9/15/04
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 58.24	

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200085615	B-4
4200084069	
Total	\$276,355.00

A. This modification incorporates incremental funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through December 17, 2004.

(b) An amount of B-4 is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	From	By	To
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$4,173,149.49	\$276,355.00	\$4,449,504.49

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through December 17, 2004.
- (b) An amount of [B-4] is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$4,173,149.49	\$276,355.00	\$4,449,504.49

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	[B-4]			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT I D CODE		PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 8		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200079479, 4200081729,	
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4 Deborah E Glass (9/17		7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035		(9)		9A. AMENDMENT OF SOLICITATION NO	
		<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
		(10)		10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2; DE-OBLIGATE -\$730,218.28					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to de-obligate funds from the contract. 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 Deborah E. Glass		
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Deborah E Glass (9/17/04) (Electronic Signature Applied)		16C. DATE SIGNED 9/17/04

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	DE-OBLIGATION
4200079479	B-4
4200081729	
4200084069	
Total	(\$730,218.28)

- A. This modification incorporates the de-obligation of funds as shown below.
- B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facility Operation/maintenance, and covers the following period of performance: November 1, 1998, through November 19, 2004.
- (b) An amount of B-4 is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$4,449,504.49	(\$730,218.28)	\$3,719,286.21

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/maintenance, and covers the following period of performance: November 1, 1998, through November 19, 2004.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$4,449,504.49	(\$730,218.28)	\$3,719,286.21

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	B-4			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 9		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200087344, 4200087352		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4 Deborah E Glass (9/24)	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2; OBLIGATE \$984,510.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to obligate funds from the contract. 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		
			Deborah E. Glass		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Electronic Signature Applied)			Deborah E Glass (9/24/04)		9/24/04
				(Electronic Signature Applied)	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 53.24

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200087344	B-4
4200087352	
Total	\$984,510.00

- A. This modification incorporates the de-obligation of funds as shown below.
- B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:
 - (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through December 19, 2004.
 - (b) An amount of B-4 is obligated under this contract for payment of fee."
 - (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Target Cost	B-4	B-4	
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF			
	\$3,719,286.21	\$984,510.00	\$4,703,796.21

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: November 1, 1998, through December 19, 2004.
- (b) An amount of [B-4] is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF			

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	[B-4]			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. 10		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200087039 and 4200090862		5. PROJECT NO.
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4		7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035				(9)	9A. AMENDMENT OF SOLICITATION NO.	
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
				(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE		<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2; OBLIGATION \$550,174.00						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> 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.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding						
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to obligate funds to the contract and revise Section G, clauses G.4, G.5, and H.6. 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 Ronnee R. Gonzalez			
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (11/18/04) (Electronic Signature Applied)		16C. DATE SIGNED 11/18/04
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 58.24	

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200087039	B-4
4200090862	
Total	\$550,174.00

A. This modification incorporates incremental funds as shown below, deletes clause G.5, Technical Direction, and replaces it with "RESERVED", and revises, in clause G.4 the Office Code for the New Technology Representative from "DK" to "EP" and the ARC clause number for H.6, Organizational Conflicts of Interest.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facilities Operations and Maintenance, and covers the following period of performance: July 1, 2004, through January 7, 2005.
- (b) An amount of B-4 is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$4,743,391.21	\$550,174.00	\$5,293,565.21

Pages B-3 and G-5 are replaced with the attached. Page G-6 is deleted in its entirety and is not replaced.

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facilities Operations and maintenance, and covers the following period of performance: July 1, 2004, through January 7, 2005.
- (b) An amount of [B-4] is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$4,743,391.21	\$550,174.00	\$5,293,565.21

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	[B-4]			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

"Centrally Reportable Equipment" is defined at NFS clause 1852.245-70.

(e) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (c) or (d) of this clause, whichever is applicable, and be forwarded to:

Accounting Operations Branch
 NASA Ames Research Center
 M/S 203-18
 Moffett Field, CA 94035-1000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(f) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	Code EP, M/S 202A-3	Moffett Field, CA 94035-1000
Patent Representative	Code DL, M/S 202A-4	Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights-- Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.5 RESERVED

[END OF SECTION]

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST (ARC 1852.209-94) (MAR 1998) (MODIFIED NOV 2003)

(a) The Contracting Officer has concluded that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of the Contractor is directed to FAR Subpart 9.5, "Organizational and Consultant Conflicts of Interest."

(b) The nature of the potential organizational conflict of interest in this acquisition is described below:

The NASA-ARC Aerospace facilities were constructed as a national aeronautical research resource to be utilized by private industry, universities, DoD, NASA and other Government agencies. Consequently, private aircraft/airframe manufacturers conduct tests in these facilities. The contractor operating and maintaining these facilities will be responsible for all or major aspects of test operation from inception through post-test documentation of aircraft models that are tested in these facilities and, as a result, will have access to proprietary data developed by other firms. Access by the operations/maintenance Contractor to Government-sensitive or third party proprietary data creates a potential organizational conflict of interest.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof, engage in the following activities:

significant commercial design, development, or production of aircraft, airframes, aircraft engines or advanced aerospace vehicles

The Contracting Officer may specifically approve an exception to this prohibition.

(d) (1) If, in the performance of work under this contract, the Contractor and its employees has access to Government-sensitive or third party proprietary data, the Contractor and its employees shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor and its employees shall not be permitted to use such data for any purpose other than the performance of work under this Contract without the explicit written permission of the owner of such data. The Contractor and its employees shall treat such data in accordance with any restrictions imposed on such data as set forth in this contract.

(2) If, in the performance of work under this contract, the Contractor enters into a separate agreement with a third party for the protection of sensitive/proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(3) The Contractor must educate its employees, through formal training, not to divulge the Government-sensitive or third party proprietary data received in connection with the performance of work under this contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(4) The Contractor shall obtain from all employees having access to Government-sensitive or third party proprietary data under this contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing such data to others or using it for their own behalf.

(e) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this contract with the Government; (ii) such entity's parent, subsidiary,

2. AMENDMENT/MOD NO. <p style="text-align: center;">14</p>	3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">4200097566</p>	5. PROJECT NO
---	---	---	---------------

6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000	CODE <p style="text-align: center;">JAZ:227-4</p>	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386	CODE
---	--	--	------

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035	(9)	9A. AMENDMENT OF SOLICITATION NO
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	(10)	10A. MOD. OF CONTRACT/ORDER No <p style="text-align: center;">NNA04BA85C</p>
CODE	FACILITY CODE	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <p style="text-align: center;">6/3/04</p>

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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 4200097566 OBLIGATE \$1,290,000.00

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
NFS 1852.232-81 Contract Funding

IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to incrementally fund the contract.

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 Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR <p style="text-align: center;">(Electronic Signature Applied)</p>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (1/24/05) <p style="text-align: center;">(Electronic Signature Applied)</p>	16C. DATE SIGNED <p style="text-align: center;">1/24/05</p>

A. This modification incorporates the obligation of funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

"(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through February 28, 2004.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$5,689,456.21	1,290,000.00	\$6,979,456.21

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operations and Maintenance, and covers the following period of performance: July 1, 2004, through February 28, 2005.
- (b) An amount of [B-4] is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>From</u>	<u>By</u>	<u>To</u>
Target Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
Total CPIF/AF	\$5,689,456.21	1,290,000.00	\$6,979,456.21

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	B-4			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

2. AMENDMENT/MOD NO. <p style="text-align: center;">15</p>	3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">4200102667 & 4200102308</p>	5. PROJECT NO
---	---	--	---------------

6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000	CODE <p style="text-align: center;">JAZ:227-4</p>	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386
---	--	--

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035	(9)	9A. AMENDMENT OF SOLICITATION NO
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	(10)	10A. MOD. OF CONTRACT/ORDER No <p style="text-align: center;">NNA04BA85C</p>
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) <p style="text-align: center;">6/3/04</p>

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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 4200102667 & 4200102308 OBLIGATE \$1,917,218.00

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
NFS 1852.232-81 Contract Funding

IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to incrementally fund the contract.

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 Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR <p style="text-align: center;">(Electronic Signature Applied)</p>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (2/22/05) <p style="text-align: center;">(Electronic Signature Applied)</p>	16C. DATE SIGNED <p style="text-align: center;">2/22/05</p>

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200102308	B-4
4200102667	
TOTAL	\$1,917,218.00

A. This modification incorporates the obligation of funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through April 25, 2005.

(b) An amount of B-4 is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
EST. COST	B-4		
Incent. Fee			
Award Fee			
Total Fee			
CPIF/AF	\$6,979,456.21	\$1,917,218.00	\$8,896,674.21

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 16		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200102954		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) 4200102954 OBLIGATE \$612,000.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incrementally fund the contract. 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 Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (2/23/05) (Electronic Signature Applied)	16C. DATE SIGNED 2/23/05	
NSN 7540-01-152-8070 PREVIOUS EDITION UNSUBALE					
30-105					
STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 59.24					

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200102954	B-4

A. This modification incorporates the obligation of funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through May 16, 2005.

(b) An amount of B-4 s obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>FROM</u>	<u>BY</u>	<u>TO</u>
EST. COST			
Incent. Fee		B-4	
Award Fee			
Total Fee			
CPIF/AF	\$8,896,674.21	\$612,000.00	\$9,508,674.21

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is B-4. The base fee is B-4. Total estimated base fee, and maximum award fee are B-4.

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/maintenance, and covers the following period of performance: July 1, 2004 through May 16, 2005.

(b) An amount of B-4 is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	<u>FROM</u>	<u>BY</u>	<u>TO</u>
EST. COST Incent. Fee Award Fee Total Fee CPIF/AF	<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p style="text-align: center;">B-4</p> </div>		
	\$8,896,674.21	\$612,000.00	\$9,508,674.21

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p style="text-align: center;">B-4</p> </div>			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 17	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200103194		5. PROJECT NO	
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000 CODE		JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386 CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE	FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04		
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) 4200103194 OBLIGATE \$177,143.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/>	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.				
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding				
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incrementally fund the contract. 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		
			Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Electronic Signature Applied)		Ronnee R Gonzalez (2/24/05)		2/24/05	
		(Electronic Signature Applied)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-88) E Prescribed by GSA FAR (48 CFR) 58.24	

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200103194	B-4

A. This modification incorporates the obligation of funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through May 16, 2005.

(b) An amount of B-4 is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$9,508,674.21	\$177,143.00	\$9,685,817.21

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through May 16, 2005.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$9,508,674.21	\$177,143.00	\$9,685,817.21

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

	Base Period	Option 1	Option 2	Total
Estimated Cost	[B-4]			
Target Incentive Avail.				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	19,419,819.00	9,741,096.00	19,736,202.00	48,897,117.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 3

2. AMENDMENT/MOD NO. <p style="text-align: center;">18</p>	3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">N/A</p>	5. PROJECT NO.
---	---	--	----------------

6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000	CODE	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035	(9)	9A. AMENDMENT OF SOLICITATION NO
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04
CODE		FACILITY CODE 100028

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
NFS 1852.232-81 Contract Funding

IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.

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

The purpose of this modification is to incrementally fund the contract.

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 Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (3/24/05) (Electronic Signature Applied)	16C. DATE SIGNED 3/24/05

The purpose of this modification is to incorporate the Incentive and Award Fees earned for the first period from July 1, 2004, through January 31, 2005, to adjust the contract value summary table in Section B and insert the earned award fee for this evaluation period in Clause G.2. The contract value is decreased by the amount of unearned award fee.

- a. The Contract Value Summary Table is revised to reflect Award and Incentive Fees Earned and reduce the respective Unearned Fees, and is as follows:

Contract Value Summary Table						
	From	By	To			
Estimated Cost	B-4					
Maximum Incentive Fee						
Earned Incentive Fee						
Total Incentive Fee						
Unearned Award Fee						
Earned Award Fee						
Total Award Fee						
Total all Fee						
Total Cost Plus all Fee				\$20,107,022.00	(\$9,443.00)	\$20,097,579.00

- b. Standard Form 26, Block 15G, is deleted in its entirety and replaced with

B-4

- c. Section B.3, ESTIMATED COST AND AWARD FEE, paragraph (a), Base Period, is deleted in its entirety and replaced with the following:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is B-4 The base fee is B-4 Total estimated base fee, and maximum award fee are

B-4

The Award Fee revision is as follows:

	From	By	To
Unearned AF	B-4		
Earned AF			
Total AF			

- d. Paragraph (e) of Section G.2, Award Fee for Service Contracts, is revised to insert the Award Fee Available for Period 1 and to add the Award Fee Earned column including the award fee earned for Period 1.

- d. Upon receipt of this modification, the Cost, Financial Analysis and Payments Branch is **authorized to issue payment** of the balance remaining based upon the following summary of payments:

Prior Incentive Fee Earned and paid:

Current Incentive Fee Earned:

Incentive Fee Paid to date:

Balance Incentive Fee to be paid

Award Fee Earned

Provisional AF Paid (thru 1/31/05):

Balance Award Fee to be paid

**TOTAL FEE TO BE PAID BY
THIS MODIFICATION**

\$296,773.00

B-4

- e. The following pages are replaced/added by this modification:

- Replace pages B-2 and B-3 with the attached B-2 and B-3.
- Add page B-4.
- Replace page G-2.

End of Modification

B.2 NFS 1852.216-84 ESTIMATED COST AND INCENTIVE FEE (OCT 1996)

01 PHASE-IN PERIOD

The target cost (no fee) of the Phase-In Period is [B-4]

02 BASE PERIOD

The target cost of this contract is [B-4] The target fee of this contract is [B-4] The total target cost and target fee as contemplated by the Incentive Fee clause of this contract are \$18,596,014.

The maximum fee is [B-4]

The minimum fee is [B-4]

The cost sharing for cost underruns is: Government 70 percent; Contractor 30 percent.

The cost sharing for cost overruns is: Government 50 percent; Contractor 50 percent.

03 OPTION PERIOD ONE

The target cost of this contract is [B-4] The target fee of this contract is [B-4] The total target cost and target fee as contemplated by the Incentive Fee clause of this contract are \$9,327,887.

The maximum fee is [B-4]

The minimum fee is [B-4]

The cost sharing for cost underruns is: Government 70 percent; Contractor 30 percent.

The cost sharing for cost overruns is: Government 50 percent; Contractor 50 percent.

04 OPTION PERIOD TWO

The target cost of this contract is [B-4] The target fee of this contract is [B-4] The total target cost and target fee as contemplated by the Incentive Fee clause of this contract are \$18,899,148.

The maximum fee is [B-4]

The minimum fee is [B-4]

The cost sharing for cost underruns is: Government 70 percent; Contractor 30 percent.

The cost sharing for cost overruns is: Government 50 percent; Contractor 50 percent.

[End of Clause]

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEPTEMBER 1993)

02 BASE PERIOD:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4] The base fee is [B-4] Total estimated base fee, and maximum award fee are [B-4]

03 OPTION PERIOD ONE:

The estimated cost of this contract is the same as delineated in Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4] The base fee is [B-4] Total estimated base fee, and maximum award fee are [B-4]

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through May 16, 2005.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$9,508,674.21	\$177,143.00	\$9,685,817.21

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE
Modification 18 Revision

Contract Value (exercised Periods) Summary Table			
	From	By	To
Est. Cost	[B-4]		
Target IF			
Earned IF			
Total IF			
Unearned AF			
Earned AF			
Total AF			
Total all Fee			
Total CP all Fee	\$19,419,819.00	(\$9,443.00)	\$19,410,376.00

Complete (including all options) Contract Value Summary Table
Including Award Fee Adjustments

	Base Period	Option 1	Option 2	Total
Estimated Cost	B-4			
Unearned Target Incentive				
Earned Incentive Fee				
Unearned Award Fee				
Earned Award Fee				
Total Cost plus all Fee	\$19,410,376.00	\$9,741,096.00	\$19,736,202.00	\$48,887,674.00

[END OF SECTION]

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee or B-4 whichever is less.

(e) The amount of award fee that can be awarded in each evaluation period is limited to the amounts set forth below.

EVALUATION PERIOD	FROM	TO	AWARD FEE AVAILABLE	AWARD FEE EARNED
<u>BASE PERIOD (includes Phase-In month with no fee)</u>				
FIRST	July 1, 2004	January 31, 2005	B-4	B-4
SECOND	February 1, 2005	June 30, 2005	TBD by Task Order	
THIRD	July 1, 2005	January 31, 2006	TBD by Task Order	
FOURTH	February 1, 2006	June 30, 2006	TBD by Task Order	
<u>OPTION PERIOD 1</u>				
FIFTH	July 1, 2009	January 31, 2007	TBD by Task Order	
SIXTH	February 1, 2007	June 30, 2007	TBD by Task Order	
<u>OPTION PERIOD 2</u>				
SEVENTH	July 1, 2007	January 31, 2008	TBD by Task Order	
EIGHTH	February 1, 2008	June 30, 2008	TBD by Task Order	
NINTH	July 1, 2008	January 31, 2009	TBD by Task Order	
TENTH	February 1, 2009	June 30, 2009	TBD by Task Order	

Award fee that is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. <p style="text-align: center;">19</p>	3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">4200110858, 4200112552</p>	5. PROJECT NO		
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE	FACILITY CODE 100028		<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
<p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;</p> <p>(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or</p> <p>(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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
See Page 2 TOTAL OBLIGATION: \$273,800.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to incrementally fund the contract.					
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		
			Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Electronic Signature Applied)				Ronnee R Gonzalez (5/9/05)	5/9/05
				(Electronic Signature Applied)	

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200110858	B-4
4200112552	
Total	\$273,800.00

A. This modification incorporates the obligation of funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through May 31, 2005.

(b) An amount of B-4 is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$9,685,817.21	\$273,800.00	\$9,959,617.21

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

"(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance: July 1, 2004 through May 31, 2005.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$9,685,817.21	\$273,800.00	\$9,959,617.21

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE
Modification 18 Revision

Contract Value (exercised Periods) Summary Table			
	From	By	To
Est. Cost	[B-4]		
Target IF			
Earned IF			
Total IF			
Unearned AF			
Earned AF			
Total AF			
Total all Fee			
Total CP all Fee	\$19,419,819.00	(\$9,443.00)	\$19,410,376.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT I D CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MOD NO. <p style="text-align: center;">20</p>	3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">4200112678</p>	5. PROJECT NO	
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000	CODE <p style="text-align: center;">JAZ:227-4</p>	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035		(9) <input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO	
		(10) <input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			10A. MOD. OF CONTRACT/ORDER No <p style="text-align: center;">NNA04BA85C</p>	
CODE	FACILITY CODE <p style="text-align: center;">100028</p>		10B. DATED (SEE ITEM 13) <p style="text-align: center;">6/3/04</p>	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				
See Page 2 TOTAL OBLIGATION: 421 , 964.08				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/>	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.			
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding			
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
The purpose of this modification is to incrementally fund the contract.				
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		
		Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Electronic Signature Applied)		Ronnee R Gonzalez (5/23/05)	5/23/05	
		(Electronic Signature Applied)		

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200112678	B-4
Total	\$2,401,964.08

- A. This modification incorporates the obligation of funds as shown below.
- B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:
- (a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:
July 1, 2004 through August 19, 2005.
- (b) An amount of B-4 is obligated under this contract for payment of fee."
- (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$9,959,617.21	\$2,401,964.08	\$12,361,581.29

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

"(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:
July 1, 2004 through August 19, 2005.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$9,959,617.21	\$2,401,964.08	\$12,361,581.29

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE

Modification 18 Revision

Contract Value (exercised Periods) Summary Table						
	From	By	To			
Est. Cost	[B-4]					
Target IF						
Earned IF						
Total IF						
Unearned AF						
Earned AF						
Total AF						
Total all Fee						
Total CP all Fee				\$19,419,819.00	(\$9,443.00)	\$19,410,376.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
2. AMENDMENT/MOD NO. 22			3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000			7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		5. PROJECT NO.
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE			FACILITY CODE 100028		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 6/3/04
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to fix to typographical errors in Modification 21 issued June 14, 2005: 1) Block 2 is revised to read "21" 2) Block 4 is revised to read "4200117346; 4200114980" All other terms and conditions remain unchanged.					
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 Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (6/15/05) (Electronic Signature Applied)		16C. DATE SIGNED 6/15/05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. <p style="text-align: center;">23</p>		3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">4200117346</p>		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE 100028	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
<ul style="list-style-type: none"> (a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2 TOTAL DE-OBLIGATION: \$1,500,000.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to deobligate funds from the contract. <p style="text-align: center;">SEE PAGE 2</p>					
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 Ronnee R. Gonzalez		
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (6/23/05) (Electronic Signature Applied)		16C. DATE SIGNED 6/23/05

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	DE-OBLIGATION
4200117346	B-4
Total	(\$1,500,000.00)

A. This modification incorporates the obligation of funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:

July 1, 2004 through August 31, 2005.

(b) An amount of B-4 is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$14,782,647.29	(\$1,500,000.00)	\$13,282,647.29

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:

July 1, 2004 through September 30, 2005

(b) An amount of [B-4] is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$12,361,581.29	\$2,421,066.00	\$14,782,647.29

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE
Modification 18 Revision

Contract Value (exercised Periods) Summary Table			
	From	By	To
Est. Cost	[B-4]		
Target IF			
Earned IF			
Total IF			
Unearned AF			
Earned AF			
Total AF			
Total all Fee			
Total CP all Fee	\$19,419,819.00	(\$9,443.00)	\$19,410,376.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 24		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200119633 & 42000119636		5. PROJECT NO
6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000		CODE JAZ:227-4 Deborah E Glass (7/8/05)	7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Sverdrup Technology, Inc. PO Box 366 Bldg. 227, Room 116B Moffett Field, CA 94035			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNA04BA85C	
CODE		FACILITY CODE 100028	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 6/3/04	
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 OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
<p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;</p> <p>(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or</p> <p>(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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Page 2 TOTAL OBLIGATION: \$339,122.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-81 Contract Funding					
IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to obligate funds to the contract. 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 Deborah E. Glass		
15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Deborah E Glass (7/8/05) (Electronic Signature Applied)		16C. DATE SIGNED 7/8/05

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200119633	B-4
4200119636	
Total	\$339,122.00

- A. This modification incorporates the obligation of funds as shown below.
- B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:
 - “(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:
 July 1, 2004 through September 7, 2005.
 - (b) An amount of B-4 is obligated under this contract for payment of fee.”
 - (c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$13,282,647.29	\$339,122.00	\$13,621,769.29

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:

July 1, 2004 through September 7, 2005.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(d) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$13,282,647.29	\$339,122.00	\$13,621,769.29

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE
Modification 18 Revision

Contract Value (exercised Periods) Summary Table			
	From	By	To
Est. Cost	[B-4]		
Target IF			
Earned IF			
Total IF			
Unearned AF			
Earned AF			
Total AF			
Total all Fee			
Total CP all Fee	\$19,419,819.00	(\$9,443.00)	\$19,410,376.00

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT I D CODE PAGE OF PAGES
 1 2

2. AMENDMENT/MOD NO. 25
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. 4200120843 & 42000120929
 5. PROJECT NO

6. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000 CODE
 JAZ:227-4
 7. ADMINISTERED BY Ronnee R. Gonzalez 650-604-4386 CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)
 Sverdrup Technology, Inc.
 PO Box 366
 Bldg. 227, Room 116B
 Moffett Field, CA 94035
 (9) 9A. AMENDMENT OF SOLICITATION NO
 9B. DATED (SEE ITEM 11)
 (10) 10A. MOD. OF CONTRACT/ORDER No NNA04BA85C
 10B. DATED (SEE ITEM 13) 6/3/04
 CODE FACILITY CODE 100028

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copy 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 DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 See Page 2 TOTAL OBLIGATION: \$398,807.00

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
 NFS 1852.232-81 Contract Funding

IMPORTANT: Contractor IS NOT required to sign this document and return original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to obligate funds to the contract.
 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) Ronnee R. Gonzalez
 15B. CONTRACTOR/OFFEROR (Electronic Signature Applied)
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER Ronnee R. Gonzalez
 16B. UNITED STATES OF AMERICA Ronnee R Gonzalez (7/21/05) (Electronic Signature Applied)
 16C. DATE SIGNED 7/21/05

Continuation of Block 12, Accounting and Appropriation Data:

PR NUMBER	OBLIGATION
4200120843	B-4
4200120929	
Total	\$398,807.00

A. This modification incorporates the obligation of funds as shown below.

B. Paragraph B.4, CONTRACT FUNDING, is deleted in its entirety and replaced with the following:

“(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is B-4 This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:

July 1, 2004 through September 14, 2005.

(b) An amount of B-4 is obligated under this contract for payment of fee.”

(c) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	B-4		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$13,621,769.29	\$398,807.00	\$14,020,576.29

End of Modification

04 OPTION PERIOD TWO:

The estimated cost of this contract is the same as delineated Clause B.2. The maximum available award fee, excluding base fee, if any, is [B-4]. The base fee is [B-4]. Total estimated base fee, and maximum award fee are [B-4].

[End of Clause]

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) For the purpose of the payment of cost, exclusive of fee, pursuant to the Limitation of funds clause, the total amount allotted by the Government to this contract is [B-4]. This allotment is for Aerospace Testing and Facility Operation/Maintenance, and covers the following period of performance:

July 1, 2004 through September 14, 2005.

(b) An amount of [B-4] is obligated under this contract for payment of fee."

(d) For summary purposes, the total amount obligated under this contract is increased as follows:

	FROM	BY	TO
Estimated Cost	[B-4]		
Incentive Fee			
Award Fee			
Total Fee			
CPIF/AF	\$13,621,769.29	\$398,807.00	\$14,020,576.29

[End of Clause]

B.5 INCENTIVE AND AWARD FEE, APPLICABILITY

The estimated cost for the contract applies to both incentive and award fee portions. Incentive fee will apply to the cost of the Contract Task Order (CTO) and how the Contractor maintains the negotiated cost. Award Fee will be awarded based on completed CTOs and be applicable to Quality, Safety, and Timeliness reviews.

[End of Clause]

CONTRACT VALUE SUMMARY TABLE
Modification 18 Revision

Contract Value (exercised Periods) Summary Table						
	From	By	To			
Est. Cost	[B-4]					
Target IF						
Earned IF						
Total IF						
Unearned AF						
Earned AF						
Total AF						
Total all Fee						
Total CP all Fee				\$19,419,819.00	(\$9,443.00)	\$19,410,376.00

[END OF SECTION]