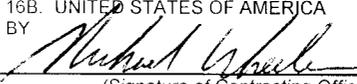
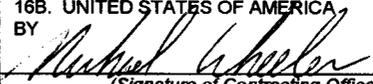


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 261		3. EFFECTIVE DATE See 16C		4. REQUISITION/PURCHASE REQ. NO. 300001	5. PROJECT NO. (If applicable) 1000010
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			7. ADMINISTERED BY (If other than item 6) 1000010		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
				10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data					
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).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (Aug 1987) Alt 11 (Apr 1984)					
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> 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 correct an error in the workload indicators in Section J, Attachment J-12, Workload Indicators, 3.2.3 in Modification 250. This change revises Workload Indicators, 3.2.3 as shown on the attached pages from 3400 to read 2610. 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) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Adams Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria G. Lockard		15C. DATE SIGNED 31 Jan 05		16B. UNITED STATES OF AMERICA Linda M. Adams	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C. DATE SIGNED 1 Feb 05	

The contractor shall provide a written statement certifying the accuracy of the workload data on an annual basis as of 30 September of each fiscal year. The first statement shall be no later than 30 September 2003.

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
		<ul style="list-style-type: none"> o 4 – Tractor/Trailers with drivers o 1 – Pick-Up (U-Drive) • Ground Movement Operations (Exercise/Deployment Vehicles/Drives Duration Exercise – 4-12 hours) <ul style="list-style-type: none"> o 9 Buses with drivers o 5 – Tractor/Trailers with drivers Actual deployment – 2-4 days o 1 – Carryall with driver o 1 – Wrecker with driver o 1 – Pick-Up with driver • Approximately 6 recall exercises sometime during the year • Approximately 12 base mobility/deployment support exercises involving operating a Motor Vehicle Operation • Approximately 2 ground movement operations during the year • Approximately 6 emergency situations during the year (hurricane alert, community support due to accidents, disaster preparedness exercises) 		
3.2.2	Transportation			
3.2.2	Transportation			
3.2.3	Laboratories	<ul style="list-style-type: none"> • 1 NDE work order is equivalent to approximately 8 labor hours. • 2,440 2610 total NDE work orders including (KSC/45 SW) • Other NASA centers/government agencies on-site NDE work orders – 5 projects (not 	MOD 261	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTINUED ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 262		3. EFFECTIVE DATE See 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OPOS		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001		
			10B. DATED (SEE ITEM 13) August 21, 1998		
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Contracting Officer for current Accounting & Appropriation Data					
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).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (Aug 1987) Alt 11 (Apr 1984)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>The purpose of this modification is to correct Article G-2. The contract value on modification 253 is incorrect as it includes the unexercised option amount of -\$310,665. The correct contract value for modification 253, Article G-2 should be \$2,135,150,835.</p> <p>The attached revised Article G-2 also corrects the funding amount in modification 259 as it does not include the funding modifications 253 and 258.</p> <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.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Michael Wheeler Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C. DATE SIGNED 1/24/05	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 263		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899				7. ADMINISTERED BY (if other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001			
				10B. DATED (SEE ITEM 13) August 21, 1998			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Contracting Officer for current Accounting & Appropriation Data							
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:							
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor [<input checked="" type="checkbox"/>] is not, [] is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this unilateral modification is to obligate funding in the amount of \$48,291,005. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 23 June 2005.							
This change revises Article G-2, as shown on the attached page.							
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Wheeler Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 1/24/2005	
(Signature of person authorized to sign)							

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 265		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. SGS CONTRACT	
5. PROJECT NO. (If applicable)		6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001		
			10B. DATED (SEE ITEM 13) August 21, 1998		
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
ACCOUNTING AND APPROPRIATION DATA (If required)					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to provide an equitable adjustment to the contract for additional work to provide Payload Support to Mars Rovers A and B, also known as MER A and B. This work is defined in CIP 55 , performance period January 2003 through July 2003.					
This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2 Contract Funding. All other terms and conditions of the contract remain unchanged.					
The increase in costs for government fiscal year 2003 (FY03) is \$234,442 and award fee of \$18,755 * , for a total of \$253,197					
*The fee for prior award fee periods has been adjusted to \$ 17,775 to reflect earned amounts in which SGS may submit on voucher.					
In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.					
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 11 Feb 05		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				16C. DATE SIGNED 11 Feb 05	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 252			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,763,703	\$15,154,899	\$258,918,602
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 265	\$234,442	\$17,775	252,217
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,160,588,892	\$65,618,273	\$1,226,207,165
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,504,775	\$16,293,987	\$270,798,762
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$276,640,542	\$16,293,987	\$292,934,529
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,283,664	\$16,505,436	\$295,789,100

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 250			
OPTION 1B			
(10/01/04-09/30/05)	\$277,916,481	\$18,673,817	\$296,590,298
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY05	\$303,812,426	\$18,673,817	\$322,486,243
(10/01/05-09/30/06)	\$258,273,082	\$17,045,294	\$275,318,376
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$287,374,736	\$17,045,294	\$304,420,030
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$596,719,317	\$36,161,683	\$632,881,000
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,036,591,873	\$118,285,392	\$2,154,877,265
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,739,039	\$17,402,451	\$281,141,490
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,606,309	\$17,402,451	\$313,008,760
(10/01/07-9/30/08)	\$270,611,336	\$17,846,906	\$288,458,242
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,060,173	\$17,846,906	\$321,907,079

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,052,913	\$35,840,272	\$642,893,185
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,643,644,786	\$154,125,664	\$2,797,770,450
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 266		3. EFFECTIVE DATE See block 16C		4. REQUISITION/PURCHASE REQ. NO. SSS CONTRACT	5. PROJECT NO. (if applicable)
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			7. ADMINISTERED BY (If other than Item 6) OPOS		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
				10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data					
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:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Bi Lateral Agreement/Mutual Agreement of the Contracting Parties					
E. IMPORTANT: Contractor [] is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> 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 incorporate revisions to Contract Documents attached, as a NO COST CHANGE per mutual agreement of the Contracting Parties, as follows: Attachment J-4, Compliance Documents, NASA Compliance Document KHB 5310.1 is replaced with new NASA Document KNPR 8720.1. See continuation pages for detailed listing of revised, added, or deleted documents.					
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) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 07 Feb 05		16B. UNITED STATES OF AMERICA BY Lester S. Howard (Signature of Contracting Officer)	
				16C. DATE SIGNED 2-10-05	

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.1	45 SW Base Support Policy	06/00	Policy for Commercial Launch/Range Customers on Sources of Base Support	Mod 205
1.1.1.1	KPD 8630.3C	09/03	KSC Shuttle Process Flight Readiness Certification Review Plan	
1.1.1.1	ELV/EELV 501.97	Draft	Universal Document System	
1.2	29 CFR 1910.119	11/95	Process Safety Management Standard	Mod 205
1.2	EWR 127-1 (T)	03/95	Eastern and Western Range Safety Policies and Processes	
1.2	KNPR 8715.3 (T)	12/04	KSC Safety Practices Procedural Requirements	Mod 255
1.3.2	45 SWI 65-601	06/03	Reimbursement Policy	Mod 205
1.3.2	NPR 9501.2D	05/01	NASA Contractor Financial Management Reporting	Mod 205
1.4.1	ANSI/ISO/ASQ-9001-2000	12/00	Standard, "Quality Systems-Model for Quality Assurance in Design, Production, Installation and Servicing"	Mod 205
1.4.1	NHB 5300.4 (1B)	04/69	Quality Program Provisions for Aeronautical & Space System Contractor	
1.4.1	KNPR 8720.1	11/04	KSC Reliability, Maintainability, and Quality Assurance Procedural Requirements	Mod 266
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NASA STD 8719.7	01/98	Facility System Safety Guidebook	Mod 205
1.4.2	NSTS 07700 Volume V	10/03	Information Management Requirement	Mod 205
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NSTS 22254	07/01	Methodology for Conduct of Space Shuttle Hazard Analyses	Mod 205
1.4.2	NSTS 07700, Volume X	10/03	Flight and Control System Specification – Book 1, Requirements	Mod 205
1.4.2.1	NASA-STD-8729.1	12/98	Planning, Developing, and Managing an Effective Reliability and Maintainability (R&M) Program	Mod 205
1.4.3	KNPR 8715.3(T)	12/04	KSC Safety Practices Procedural Requirements	Mod 255
1.4.3	GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010	11/94	Government/Industry Data Exchange Program (GIDEP) Operation Manual	Mod 205
2.1	NPG 8820.2C	04/97	Facility Project Implementation Handbook	Mod 205
2.1	NAS-STD-8719.11	08/00	Safety Standard for Fire Protection	Mod 205

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 7

2. AMENDMENT/MODIFICATION NO. 267 3. EFFECTIVE DATE Oct 1, 2003 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE OPOS 7. ADMINISTERED BY (If other than Item 6) CODE John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001 10B. DATED (SEE ITEM 13) August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alt II (APR 1984) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to definitize change order 212 (CCR 03-56). This change order is an overall credit to the Government based on the deleted work at Hanger L, partially offset by the newly added work at the Space Life Science Lab (SLSL). Requirements are defined in CCR 03-56 for the period of performance of October 1, 2003 to September 30, 2008.

Decrease Option 1A by (\$65,007) in cost and (\$5,201) in fee for a total of (\$70,208) for FY04. Decrease Option 1B by (\$41,663) in cost and (\$3,333) in fee, for a total of (\$44,996) for FY05, decrease (\$85,295) in cost and (\$6,824) in fee for a total decrease of (\$92,119) for FY06, decrease Option 1C by (\$88,564) in cost and (\$7,085) in fee, for a total of (\$95,649) for FY07 and decrease (\$90,302) in cost and (\$7,224) in fee for a total of (\$97,526) for FY08. Total decrease for this modification is (\$370,830) in cost and (\$29,666) in fee for a total contract value of (\$400,497).

This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2, Contract Funding, and the contractor shall update the on-line OMEU as indicated on this modification.

*The fee has been subtracted from Award Fee Periods 11 and 12 (Article B-4). SGS may submit a voucher, including this credit.

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

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) Victoria G. Lockard Director, Contracts 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Wheeler Contracting Officer

15B. CONTRACTOR/OFFEROR Signature: Victoria Lockard 15C. DATE SIGNED 10 mar 05 16B. UNITED STATES OF AMERICA Signature: Michael Wheeler 16C. DATE SIGNED 3/10/05

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 265			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,160,588,892	\$65,618,273	\$1,226,207,165
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,482,903	\$16,292,237	\$270,775,140
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 267	(\$65,006)	(\$5,201)	(\$70,207)
Total FY04	\$276,553,664	\$16,287,036	\$292,840,700
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,196,786	\$16,498,485	\$295,695,271

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 265			
OPTION 1B			
(10/01/04-09/30/05)	\$277,938,353	\$18,675,567	\$296,613,920
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 267	(\$41,663)	(\$3,333)	(\$44,996)
Total FY05	\$303,792,635	\$18,672,234	\$322,464,869
(10/01/05-09/30/06)			
(10/01/05-09/30/06)	\$258,273,082	\$17,045,294	\$275,318,376
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 267	(\$85,295)	(\$6,824)	(\$92,119)
Total FY06	\$287,289,441	\$17,038,470	\$304,327,911
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$596,614,231	\$36,153,276	\$632,767,507
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,036,399,909	\$118,270,034	\$2,154,669,943
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,739,039	\$17,402,451	\$281,141,490
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 267	(\$88,564)	(\$7,085)	(\$95,649)
Total FY07	\$295,517,745	\$17,395,366	\$312,913,111
(10/01/07-9/30/08)			
(10/01/07-9/30/08)	\$270,611,336	\$17,846,906	\$288,458,242
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.	(\$90,302)	(\$7,224)	(\$97,526)
Total FY08	\$303,969,871	\$17,839,682	\$321,809,553

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$606,874,047	\$35,825,963	\$642,700,010
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,643,273,956	\$154,095,997	\$2,797,369,953
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

The amount of award fee earned, if any, shall be determined in accordance with Section J, Attachment J-8, Award Fee Evaluation Plan, and other provisions of this contract as applicable. The following specifies by award fee period the amount of available award fee, the amount of earned award fee, and the award fee score.

BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 265	Total Award Fee For Mod 267	Adjusted Available Award Fee	Earned Award Fee Mod 265	Earned Award Fee Mod 267	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,751,315		\$7,751,315	\$6,201,701		\$6,201,701	80% Mod 15
04/01/99	09/30/99	\$6,103,304		\$6,103,304	\$4,910,222		\$4,910,222	80% Mod 36
10/01/99	03/31/00	\$7,856,460		\$7,856,460	\$6,756,375		\$6,756,375	86% Mod 57
04/01/00	09/30/00	\$6,476,529		\$6,476,529	\$5,505,049		\$5,505,049	85% Mod 75
10/01/00	03/31/01	\$7,583,762		\$7,583,762	\$6,750,060		\$6,750,060	89% Mod 99
04/01/01	09/30/01	\$6,970,790		\$6,970,790	\$6,287,297		\$6,287,297	91%Mod118
10/01/01	03/31/02	\$5,857,821		\$5,857,821	\$5,329,694		\$5,329,694	91%Mod127
04/01/02	09/30/02	\$9,787,151		\$9,787,151	\$8,705,202		\$8,705,202	92%Mod147
10/01/02	03/31/03	\$8,053,345		\$8,053,345	\$7,539,712		\$7,539,712	94%Mod167
04/01/03	09/30/03	\$8,060,951		\$8,060,951	\$7,632,960		\$7,632,960	95%Mod194
10/01/03	03/31/04	\$8,392,988	(\$1,769)	\$8,391,219	\$8,057,268	(\$1,769)	\$8,055,499	96%Mod220
04/01/04	09/30/04	\$8,707,738	(\$3,433)	\$8,704,305	\$8,446,419	(\$3,433)	\$8,442,986	97%Mod248
10/01/04	03/31/05	\$9,607,070	(\$42)	\$9,607,028				
04/01/05	09/30/05	\$9,286,297	(\$3,291)	\$9,283,006				
10/01/05	03/31/06	\$8,632,087	(\$3,228)	\$8,628,859				
04/01/06	09/30/06	\$8,637,979	(\$3,595)	\$8,634,384				
BASIC SUBTOTAL		\$127,765,587	(\$15,358)	\$127,750,229			\$118,270,034	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,693,517	(\$3,402)	\$8,690,115				
04/01/07	09/30/07	\$8,709,934	(\$3,683)	\$8,706,251				
10/01/07	03/31/08	\$8,913,761	(\$3,339)	\$8,910,422				
04/01/08	09/30/08	\$8,932,143	(\$3,885)	\$8,928,258				
OPTION SUBTOTAL		\$35,249,355	(\$14,309)	\$35,235,046				
GRAND TOTAL		\$163,014,942	(\$29,667)	\$162,985,275				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 268
3. EFFECTIVE DATE
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE OPOS
John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001
10B. DATED (SEE ITEM 13)
August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Contracting Officer for current Accounting & Appropriation Data

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)
Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of \$19,498,277. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 14 July 2005.
This change revises Article G-2, as shown on the attached page.

Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michael Wheeler
Contracting Officer
16B. UNITED STATES OF AMERICA
BY

(Signature of Contracting Officer)
16C. DATE SIGNED
2/16/2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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3

2. AMENDMENT/MODIFICATION NO.
269

3. EFFECTIVE DATE
See Block 16c

4. REQUISITION/PURCHASE REQ. NO. []
5. PROJECT NO. (If applicable) []

RECEIVED
SGS CONTRACTS
05 APR -8 PM 3:21

6. ISSUED BY CODE OPOS
John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

7. ADMINISTERED BY (If other than Item 6) CODE []

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001

10B. DATED (SEE ITEM 13)
August 21, 1998

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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, appropriate 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) MUTUAL AGREEMENT OF THE CONTRACTING PARTIES

IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

- a. The purpose of this no cost modification is to make changes to J-1, Statement of Work, Appendix A, J-5, Technical Exhibit; and incorporate Procurement Information Circular (PIC) 04-03 as shown on the attached pages.
- b. This change revises J-1, Statement of Work; Appendix A; J-4, Compliance Documents; J-5, Technical Exhibit Listing; Section I, Article I-9; and adds PIC 04-03 as shown on the attached pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Victoria Lockard
Director, SGS Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
James C. Ossandon
Contracting Officer

15B. CONTRACTOR/OFFEROR
Victoria Lockard
(Signature of person authorized to sign)

15C. DATE SIGNED
13 Apr 05

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
15 Apr 2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGE 1

2. AMENDMENT/MODIFICATION NO.

270

3. EFFECTIVE DATE

8 March, 2005

4. REQUISITION/PURCHASE REQ. NO.

RECEIVED
SGS CONTRACT

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

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

Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by 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.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

- X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987) ALT II (APR 1984)
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this Change Order is to authorize the contractor to provide initiation of activation and turnover, assist in government system acceptance testing, initial system familiarization training, O&M requirements development, and proposal preparation and negotiations for the Shoreline Intrusion Detection System (SIDS). Space Gateway Support has agreed to a "not to exceed" estimated cost of \$75,000 for the period of performance March 8, 2005 through June 30, 2005. This effort will be definitized in a future modification.

15A. NAME AND TITLE OF SIGNER (Type or print)

Victoria G. Lockard
Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Lester S. Howard
Contracting Officer

15B. CONTRACTOR/OFFEROR

[Signature]

15C. DATE SIGNED

3-11-05

16B. UNITED STATES OF AMERICA

[Signature]

16C. DATE SIGNED

11 March

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

1

2. AMENDMENT/MODIFICATION NO.

271

3. EFFECTIVE DATE

March 9, 2005

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

RECEIVED
SGS CONTRACTS
05 MAR 22 PM 12:43

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

Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

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(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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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)

By Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification to document a cost increase as the result modification 249, dated Nov 10, 2004, which incorporated SCA WD 94-2118 (Rev 23) effective Oct 1, 2004.

The adjustment to contract value is outlined as follows:

Increase Option 1B by \$115,825 in cost, no fee. Increase Option 1C by \$123,993 in cost, not fee. The total contract value is increased by \$239,818.

This change revises Article B-3, Contract Value and Article G-2, Contract Funding.

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

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)

Victoria G. Lockard
Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Linda M. Adams
Contracting Officer

15B. CONTRACTOR/OFFEROR

Victoria Lockard

(Signature of person authorized to sign)

15C. DATE SIGNED

24 Mar 05

16B. UNITED STATES OF AMERICA

Linda M Adams

(Signature of Contracting Officer)

16C. DATE SIGNED

March 29, 2005

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 265			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,160,588,892	\$65,618,273	\$1,226,207,165
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,417,897	\$16,287,036	\$270,704,933
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$276,553,664	\$16,287,036	\$292,840,700
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,196,786	\$16,498,485	\$295,695,271

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 265			
OPTION 1B			
(10/01/04-09/30/05)	\$277,896,690	\$18,672,234	\$296,568,924
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 271	\$56,961		\$56,961
Total FY05	\$303,849,596	\$18,672,234	\$322,521,830
(10/01/05-09/30/06)	\$258,187,787	\$17,038,470	\$275,226,257
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 271	\$58,864		\$58,864
Total FY06	\$287,348,305	\$17,038,470	\$304,386,775
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$596,730,056	\$36,153,276	\$632,883,332
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,036,515,734	\$118,270,034	\$2,154,785,768
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,650,475	\$17,395,366	\$281,045,841
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 271	\$60,905		\$60,905
Total FY07	\$295,578,650	\$17,395,366	\$312,974,016
(10/01/07-9/30/08)	\$270,521,034	\$17,839,682	\$288,360,716
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.271	\$63,088		\$63,088
Total FY08	\$304,032,959	\$17,839,682	\$321,872,641

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$606,998,040	\$35,825,963	\$642,824,003
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,643,513,774	\$154,095,997	\$2,797,609,771
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. 272
3. EFFECTIVE DATE March 11, 2005
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE OPOS
John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899
7. ADMINISTERED BY (If other than Item 6) CODE
RECEIVED
SGS CONTRACTS
05 MAR 14 AM 2:10

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001
10B. DATED (SEE ITEM 13)
August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
1. ACCOUNTING AND APPROPRIATION DATA (If required)

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).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This purpose of this Change Order is to provide additional testing, data collection/analysis, and the development and reporting of performance metrics to ensure the safe and reliable operation of SCAPE equipment through the remainder of the Space Shuttle program. This will be an agreed not-to-exceed change order for \$95,000.00 for the period of performance of through September 30, 2005.
The changed contractual requirements set forth in the UCA shall be clearly defined and shall be limited to the minimum effort required to satisfy urgent program requirements while a cost proposal is prepared, analyzed and negotiated.
In consideration of the modification agreed to herein, the contractor hereby releases the government from any all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

15A. NAME AND TITLE OF SIGNER (Type or print)
Victoria G. Lockard
Director, Contracts
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michael Wheeler
Contracting Officer

15B. CONTRACTOR/OFFEROR
Victoria Lockard
(Signature of person authorized to sign)
15C. DATE SIGNED
15 March 05
16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)
16C. DATE SIGNED
3/15/05

March 11, 2005

OP-OS-JP (05-033)

Space Gateway Support
Attn: Victoria Lockard
PO Box 21237
Kennedy Space Center, FL 32815-0237

Subject: NAS10-99001, CCR 05-26 FY-05, Additional Self Contained Atmospheric Protection Ensemble (SCAPE) Testing, Data Analysis, and Performance Metrics

The Government requires the JBOSC Contractor, Space Gateway Support (SGS), to provide additional testing, data collection/analysis, and the development and reporting of performance metrics to ensure the safe and reliable operation of SCAPE equipment through the remainder of the Space Shuttle program. Specific requirements for this change include the performance of new testing during each SCAPE suit recycle to include: high intensity light inspection, functional testing of the relief valves, supplied air flow rate testing and a final leak check on the suit.

A UCA is required to enable SGS immediate efforts for the additional testing of the SCAPE suits during the recycle process prior to Shuttle processing for Return to Flight.

Pursuant to the provisions set forth in NASA FAR Supplement (NFS) 1843.7003, the Procurement Director must approve the issuance of undefinitized actions with a government estimate less than \$100,000. SGS has agreed to a "Not to Exceed" estimated total cost of \$95,000, inclusive of fee for this change order to cover the period of performance September 30, 2005.

SGS shall provide a cost proposal for subject CCR in standard proposal format by cost elements (labor, supplies, material, training, sub-contracts, etc.). The proposal should include a narrative rationale for the management, technical or business approach that will support the cost proposal. A due date for a cost proposal will be agreed upon after the requirements have been identified and agreed on at a change team meeting anticipated to occur no later than April 7, 2005. Costs should be charged to JON: NSHTL000.

Provide current status of this project at Installation Improvement Program IPT (Sasha Rodriguez, IPT Lead, 476-4029) meetings. If there are any other questions, please contact undersigned at 476-4012.

//Original Signed//

Michael Wheeler
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 15

2. AMENDMENT/MODIFICATION NO.

273

3. EFFECTIVE DATE

Oct 1, 2003

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

RECEIVED
SGS CONTRACTS
05 MAR 25 AM 10:22

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

Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to identify and incorporate an increased level of effort for NASA Federal Law Enforcement Training (NFLET) requirements. Requirements are defined in CCR 05-22 for the period of performance of April 1, 2005 to September 30, 2008.

Increase Option 1B by \$39,076 in cost and \$3,126 in fee, for a total of \$42,202 for FY05, increase \$73,232 in cost and \$5,859 in fee for a total increase of \$121,292 for FY06, increase Option 1C by \$76,525 in cost and \$6,122 in fee, for a total of \$82,647 for FY07 and increase \$80,068 in cost and \$6,405 in fee for a total of \$86,473 for FY08.

This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2, Contract Funding, and Technical Exhibit J-5, 3.1.2-01, 3.1.2-03, SOW 3.1.2.9 as attached.

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

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)

Victoria G. Lockard
Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Michael Wheeler
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

3/31/05

(Signature of Contracting Officer)

3/31/05

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
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Basic Period Thru 265			
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Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
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		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
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(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
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Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
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Mod No.			-
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Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$276,553,664	\$16,287,036	\$292,840,700
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,196,786	\$16,498,485	\$295,695,271

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 271			
OPTION 1B			
(10/01/04-09/30/05)	\$277,953,651	\$18,672,234	\$296,625,885
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 273	\$39,075	\$3,126	\$42,201
Total FY05	\$303,888,671	\$18,675,360	\$322,564,031
(10/01/05-09/30/06)	\$258,246,651	\$17,038,470	\$275,285,121
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 273	\$73,232	\$5,859	\$79,091
Total FY06	\$287,421,537	\$17,044,329	\$304,465,866
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$596,842,363	\$36,162,261	\$633,004,624
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,036,628,041	\$118,279,019	\$2,154,907,060
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,711,380	\$17,395,366	\$281,106,746
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 273	\$76,525	\$6,122	\$82,647
Total FY07	\$295,655,175	\$17,401,488	\$313,056,663
(10/01/07-9/30/08)	\$270,584,122	\$17,839,682	\$288,423,804
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.273	\$80,068	\$6,405	\$86,473
Total FY08	\$304,113,027	\$17,846,087	\$321,959,114

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,154,633	\$35,838,490	\$642,993,123
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,643,782,674	\$154,117,509	\$2,797,900,183
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

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3.1.2.7 Badging and Identification. The contractor shall provide badging/identification services including:

- Receiving visit request data and processing, fabricating, and issuing all types of badges and permits;
- Logging, reporting, and filing all transactions and invalidating all lost or unaccounted for badges and permits;
- Providing level of clearance verification during non-duty hours in response to telephonic requests;
- Reviewing, validating, and processing requests for temporary passes, picture badges, area permits, and temporary area authorizations transmitted by electronic means from other KSC/CCAFS contractor security offices;
- Obtaining, maintaining, and issuing reserve gate badges, pouches, and equipment consistent with local strike plans;
- Process, fabricate, and issue temporary passes, picture badges, area permits, and temporary area authorizations for all foreign national visitors as approved by the International Visits Coordinator (IVC) or designee;
- Administer unescorted access requirements for NASA personnel entering CCAFS restricted areas;
- Process electronic fingerprints and associated data inputs for KSC visitor access determination;
- Providing fingerprint services to the appropriate CCAFS/KSC personnel; and
- Providing Air Force/NASA Badging Program support

3.1.2.8 Personnel Security. The contractor shall provide appropriate personnel security support for KSC and perform the following:

- Process (as applicable) routine investigative requests for KSC Personnel Reliability Program (PRP) and KSC Information Technology, and Personnel Security Programs;
- Conduct pre-employment screening for Interim PRP;
- Accept from and certify to other NASA Centers PRP Certifications;
- Conduct interviews, perform record checks, review and summarize investigations, out processing of civil servants and maintain a database of current and pending actions for the Federal Employees Security Program; and
- Provide administrative, investigative, database management systems and customer interface support to the NASA International Visitors Program at KSC

3.1.2.9 Security Education and Training. The contractor shall develop and implement a Security Education and Training Program Plan for all personnel at KSC/CCAFS and the Florida Annexes in accordance with NPR 1620.1A, AFI 31-207, and Lead Center Agreement.

The contractor shall provide NASA Federal Law Enforcement Training at KSC and other NASA centers and maintain records in support of the Lead Center Agreement for Agency policy and standards development and training in the area of security and law enforcement including the NASA Federal Arrest Authority program, the NASA Security Officer Fundamentals Course (SOFC), verification of the Commission on the Accreditation for Law Enforcement Agencies (CALEA), and the Department of State Foreign Service Institute SAFE (Serve Abroad for Families and Employees) training for NASA employees deployed overseas. Security Force

Trainers shall be trained and certified by Federal Law Enforcement Training Center (FLETC), the Florida Department of Law Enforcement (FDLE), or as coordinated/partnered with cognizant government activity (NASA-KSC/TA-G – 45 SFS/SFR). Instructors shall be required to travel to other NASA Centers or facilities or to other locations to conduct training as partnered with the KSC Protective Services office in accordance with compliance document SI-PSO-IMI-FAAP-1, 07197.

The contractor shall provide an emergency rescue response team for the support of the heritage ELV programs and their associated payloads.

3.1.1.15 On Site Standby Technical Rescue. Support heritage programs and their associated payloads with providing on site standby rescue for hazardous operations when required. Technical Exhibit 3.1.1.15-01 contains requirements.

3.1.2 Security

The terms “security force” and “security services” as used throughout this statement of work (SOW) are all encompassing and include security, resource protection, special response, alarm response, law enforcement, and supervision. Unless specifically addressed to a particular function, such as security or law enforcement, this SOW refers to the security force in total. Incorporate technical exhibits 3.1.2-01 and -03.

The contractor shall ensure that all personnel involved with security force functions are adequately informed and educated regarding current security posture. The contractor shall train and consistently evaluate the proficiency, certification, and qualifications of the security force.

3.1.2.1 Security Police Services. The contractor shall provide a comprehensive security services program for KSC, CCAFS, and the Florida Annexes, including armed uniformed security, law enforcement officers, and Emergency Response Team (ERT), Federal Arrest Authority Program (FAAP) and in-service training, use of force, investigative support, law enforcement, personnel security, primary and secondary perimeter protection, entry gate access controls, Electronic Security Systems (ESS) and Intrusion Detection System (IDS) monitoring, traffic management and parking, crowd control, certified locksmith services, resources protection program, and Systems Security Integration (SSI). Resource protection and SSI shall be provided at KSC, CCAFS, and the Florida Annexes. The contractor shall develop and implement a Physical Security Plan in accordance with AFI 31-101 that detects hostile activity, controls entry and access to sensitive areas, and, if necessary, defeats a hostile force, while adhering to requirements relevant to “arming and use of force.” Technical Exhibit 3.1.2-01 establishes KSC ERT.

The contracted services shall provide for a fully trained Security Force, whose capability and quality meets NASA and Air Force Standards in accordance with NPR 1620.1A and AFI 31-101. The contractor shall plan, staff, and manage security surveillance functions, including safeguarding personnel, equipment, flight hardware, facilities, and classified information; providing temporary and permanent badges; performing area control where required; controlling contraband; and providing Investigative Services, Resources Protection, and Systems Security Integration (SSI). NOTE: Resources Protection and SSI shall be provided at KSC, CCAFS, and the Florida Annexes. Essential to this environment are the protection of all Air Force and NASA priority and critical resources, the maintenance of law and order, and the safeguarding of Government property and classified information. The nature of the Security Force mission requires that the contractor have the provisions to ensure continuous security services in the event of work stoppage or labor strikes that degrade the security services function.

The contractor shall provide the security of the primary perimeter of CCAFS and KSC. The contractor shall staff certain designated internal secondary perimeter posts, in addition to agreed-upon Minimum Essential Infrastructure (MEI) assets and Protection level 1-3 facilities when critical NASA or Air Force resources are stored or processed in certain facilities. As launch and landing activities occur, scheduled and real-time personnel requirements increase for short-term activities such as parking cars, controlling crowds, launching and landing day roadblocks, and increased threat. Means of prevention, deterrence, detection, assessment, and response shall be made on the basis of threat analyses, risk assessments, and other

information essential to the protection of critical NASA and Air Force resources, personnel, operations, and facilities.

J5, Technical Exhibit # 3.1.2-03

Baseline Realignment Security Posture for FY04 – 08

The following FY04-08 Security Posture Baseline Realignment Table reflects Government post-9/11 requirements. The table includes the pre-9/11 and CCRs 02-22-NOTU Security Boat Operation, 02-31-Increased Shuttle Support, and 02-32-Increased Force Protection Safeguard requirements.

It continues the 2003 Cape Port Gate concept-of-operation. Port gate is secured; access to Port is through the Cape South Gate into the NOTU area. Port gate may be opened as customer call-up short-term variable requirement.

Deleted 3rd paragraph

FY04-08 Security Posture Baseline - Table

KSC Security

Description	Requirement
Law Enforcement - North	1/24/7
LC 39 Rover	1/24/7
F Gate/VAB	1/24/7
VAB Protection	1/24/7
OPF Bay 1 Gate	1/24/7
OPF Bay 3 Gate	1/24/7
OPF Protection	1/24/7
LCC Gate E	1/24/7
Facility Rover	1/24/7
Pad A Gate	1/24/7
Pad B Gate	1/24/7
Pad A Rover	1/24/7
Pad B Rover	1/24/7
Law Enforcement - South	1/24/7
SSPF	1/24/7
CD&SC	1/24/7
Escort Unit	1/16/5
Relief Rover	2/24/7
Gate 3A	2/24/7
Gate 2D	2/24/7
Gate 4	2/24/7
Law Enforcement - All Areas KSC	1/24/7
Law Enforcement - KSCVC	1/8/7
River Boat Patrol	1/24/7
Air Boat Patrol	1/24/7
CCAS E-25 FSA #1	1/8/5
Emergency Response Team	5/24/7
Emergency Response Team Commander	1/8/5
Emergency Response Team Supervisors	3/8/5
K-9 Handlers	1/24/7
North Area Supervisor	1/24/7
South Area Supervisor	1/24/7
Resource Protection/(CLS)	2/8/5
Security Training	1/8/5

Air Force (CCAFS Security)

Description	Requirement
Installation Patrols (2)	2/24/7
Industrial Response Force (2)	2/24/7
South Cape Response Force #1	2/24/7
Cape Rover Response Force	1/24/7
XY ECP	1/24/7
South Gate	1/24/7
South Gate Asst	1/24/7
South Gate Overwatch	1/24/7
South Gate Vehicle Inspector	1/12/7
NPF Internal Response Force	1/24/7
Atlantic Boat Response Capability	2/24/7
Cape River Patrol (Airboat)	1/16/7
North Area Supervisor	1/24/7
South Area Supervisor	1/24/7

ROCC - JON 57426000 Air Force

Description	Requirement
ROCC Internal Response Force	2/24/7

Titan - JON 82000000

Description	Requirement
ITL SRT (2)	2/24/7
VIB Internal Response Force	1/24/7
SMAB Internal Response Force	1/24/7

Titan - JON 81000000

Description	Requirement
SMARF Internal Response Force	1/24/7
SLC 40 Internal Response Force	1/24/7
LOCC Internal Response Force	1/24/7

Delta - JON 71000000

Description	Requirement
SLC 17 Internal Response Force	2/24/7
South Cape Response Force #2	1/24/7

NOTU - JON 07200000

Description	Requirement
NOTU Rover	1/8/7
Marine Patrol	2/24/7
Supervisor	1/8/5

JOINT Security POOL

Description	Requirement
Security Management	6/8/5
Administrative Personnel	13/8/5
Shift Ops & Scheduling Supervisors	20/8/5
Quality & Safety	2/8/5
Plans Supv.	3/8/5
Resource Protection	4/8/5
Investigations	3/8/5
Training and CATM	13/8/5
K-9 Supv & Handlers	3/8/5
Boat Ops Asst & CATM Asst.	2/8/5
Armorsers & Supply Asst	13/8/5
Badging & Supv	23/8/5

J5, Technical Exhibit # 3.1.2-01

Realignment of CCR 02-31 and 02-32 Security Posture for FY04 – 08

KSC Installation/Resources

The KSC realignment requirements are listed in the below KSC Requirements – Table and:

-Realigns the three static guards and reduces customer 17 requirements from the KSC Visitor Complex viewing sites, to provide more effective mobile response utilization.

-Better defines a highly trained, properly equipped Emergency Response Team (ERT) with leadership and command authority to effectively counter and neutralize a hostile threat. The ERT will be available to assemble and respond at all times. The ERT consist of five-24/7 security officer positions (on each shift) patrolling KSC. Officers will be properly equipped and will have vehicles capable of responding to all areas of KSC. Each five-member team is a unit and will train as a unit. Training will occur with a frequency that assures the unit cohesiveness necessary to effectively respond to a wide variety of emergency situations. Individual team members will be trained and certified for their unit positions and various duties. The entire response team membership will participate in two-center level training scenarios annually. Training objectives and outcomes as well as equipment requirements will be partnered with the contractor. The response team Commander will be a full time NASA requirement and a response team supervisor (exempt person at the rank of Lt) will be assigned to each shift.

-Maintains a security force large enough to provide a significant surge capability. An important consideration in maintaining a larger force is the control of overtime costs. -Ensures 24-hour security presence for Shuttle processing facilities, augment security force disciplines; provide more flexible scheduling for customer requirements and newly designated Minimum Essential Infrastructure facilities.

The FY04-08 realigned security baseline includes these requirements which are contained in Technical Exhibit 312-03.

KSC Requirements – Table

Security Support

Description	Requirement
LCC Gate E	1/24/7
SSPF	1/24/7
CD&SC	1/24/7
Law Enforcement - All Areas KSC	1/24/7
River Boat Patrol	1/8/7
Air Boat Patrol	1/24/7
Emergency Response Team Commander	1/85
Emergency Response Team Supervisors	3/8/5
Emergency Response Team Members	5/24/7
K-9 Handlers	1/24/7
North Area Supervisor	1/24/7
South Area Supervisor	1/24/7
Resource Protection/(CLS)	2/8/5
Security Training	1/8/5

STS Support

Rollout – Terminal Countdown Demonstration Test (TCDT)

Helicopter/ATV ERT support	3/8/7
TCDT R/B for N&S TCPs	11TCPsX2hrs

TCDT – Launch

Helicopter/ATV ERT support	(3/8/20) 3/(24/7)/3
North Rover	2/(24/7)/3
KSCVC Bus Support	4/12/1
Special Badging	4X 6 hrs
News Media Badging	2X13 hrs
News Media Inspection	1/12/3
TAL Contingency	1/3 + Travel*

Landing KSC

Gate (4-6TT) & TCPs	10X12 hrs
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Non-Security Support

Description	Requirement	ROM \$
Aircraft Pilot	1/8/5	
Aircraft Mec	1/8/5	
Logistic Escort	2/8/5	
Helicopter O&M		40000.00
Envir Eng-Lab Tec (RAPID Analyzer)		25000.00
Regents for RAPID Analyzer		5000.00
Travel (recert RAPID Analyzer)		2000.00
*Travel TAL		10000.00
Bus (Press / Family evac)		40000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 274
3. EFFECTIVE DATE
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

RECEIVED
SGS CONTRACTS
05 MAR 30 PM 4:14

6. ISSUED BY CODE OPOS
John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001
10B. DATED (SEE ITEM 13)
August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Contracting Officer for current Accounting & Appropriation Data

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority)
Mutual Agreement of the Parties and Article B-12

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to incorporate changes within CCR 04-41 which decrease from the Installation Improvement Program (Article B-12 and WBS 4.0) the amount of \$13,802,056 for costs and \$1,063,849* for fee, for a total decrease of \$14,865,905. The amount of \$12,382,058 for costs and \$994,601 for fee, for a total decrease of \$13,376,659 is effective in the Option period, Contract Year 6, Award Fee Periods 11 and 12 (1 October 2003 through 30 September 2004). The amount of \$265,293 for costs and \$21,223 for fee, for a total decrease of \$286,516 is effective in the Base period, Contract Year 1 (1 Oct 1998 through 30 Sept 1999). The amount of \$478,304 for costs and \$40,022 for fee, for a total decrease of \$518,326 is effective in the Base period, Contract Year 2 (1 Oct 1999 through 30 Sept 2000). The amount of \$442,030 for costs and an increase \$10,746 for fee, for a total decrease of \$431,284 is effective in the Base period, Contract Year 3 (1 Oct 2000 through 30 Sept 2001). The amount of \$234,371 for costs and \$18,749 for fee, for a total decrease of \$253,120 is effective in the Base period, Contract Year 4 (1 Oct 2001 through 30 Sept 2002).

This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2, Contract Funding, and Section I, Contract Clauses as shown on the attached pages. All other terms and conditions of the contract remain unchanged. In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

*The contractor shall credit a future award fee voucher to reflect the above decrease resulting from this modification.

15A. NAME AND TITLE OF SIGNER (Type or print)
Victoria G. Lockard
Director, Contracts
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Larry Griffin
Contracting Officer

15B. CONTRACTOR/OFFEROR
Victoria Lockard
(Signature of person authorized to sign)
15C. DATE SIGNED
04 apr 05
16B. UNITED STATES OF AMERICA
BY
(Signature of Contracting Officer)
16C. DATE SIGNED
8 APR 05

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 274			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No. 274	(\$743,597)	(\$61,245)	-\$804,842
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No. 274	(\$442,030)	\$10,746	-\$431,284
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No. 274	(\$234,371)	(\$18,749)	-\$253,120
Total FY02	\$251,522,345	\$14,016,147	\$265,538,492
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,168,894	\$65,549,025	\$1,224,717,919
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,417,897	\$16,287,036	\$270,704,933
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 274	(\$12,382,058)	(\$994,601)	(\$13,376,659)
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 273			
OPTION 1B			
(10/01/04-09/30/05)	\$277,992,726	\$18,675,360	\$296,668,086
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY05	\$303,888,671	\$18,675,360	\$322,564,031
(10/01/05-09/30/06)	\$258,319,883	\$17,044,329	\$275,364,212
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
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10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$596,842,363	\$36,162,261	\$633,004,624
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,022,825,985	\$117,215,170	\$2,140,041,155
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,787,905	\$17,401,488	\$281,189,393
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,655,175	\$17,401,488	\$313,056,663
(10/01/07-9/30/08)	\$270,664,190	\$17,846,087	\$288,510,277
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,113,027	\$17,846,087	\$321,959,114

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,154,633	\$35,838,490	\$642,993,123
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,629,980,618	\$153,053,660	\$2,783,034,278
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 275 3. EFFECTIVE DATE March 24, 2005 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE OPOS 7. ADMINISTERED BY (If other than Item 6) CODE John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001 10B. DATED (SEE ITEM 13) August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 1. ACCOUNTING AND APPROPRIATION DATA (If required)

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). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alt II (APR 1984) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, is required to sign this document and return 3 copies to the issuing office.

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

This purpose of this Change Order is to provide a proposal to decrease Titan Program Support. You are hereby directed to position SGS to implement a reduction in support at Launch plus 14 days in accordance with the Titan Integrated Closeout Schedule as discussed in the Titan Fly-out JBOSC Working Group. Utilize the Level 7 Integrated Titan Closeout Schedule and draft Security Force reduction letter (attached) as planning documents.

The changed contractual requirements set forth in the UCA shall be clearly defined and shall be limited to the minimum effort required to satisfy urgent program requirements while a cost proposal is prepared, analyzed and negotiated.

In consideration of the modification agreed to herein, the contractor hereby releases the government from any all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Wheeler Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 3/24/05 (Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 276
3. EFFECTIVE DATE
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE OPOS
John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001
10B. DATED (SEE ITEM 13)
August 21, 1998
CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Contracting Officer for current Accounting & Appropriation Data

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)
Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of \$24,074,578. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 7 August 2005.
This change revises Article G-2, as shown on the attached page.

Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michael Wheeler
Contracting Officer
16B. UNITED STATES OF AMERICA
BY

(Signature of Contracting Officer)
16C. DATE SIGNED
3/28/2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONT. ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 277
3. EFFECTIVE DATE
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (if applicable)

6. ISSUED BY CODE OPOS
John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899
7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001
10B. DATED (SEE ITEM 13)
August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Contracting Officer for current Accounting & Appropriation Data

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)
Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of \$8,378,087. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 14 August 2005.
This change revises Article G-2, as shown on the attached page.

Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michael Wheeler
Contracting Officer

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
BY

(Signature of Contracting Officer)
16C. DATE SIGNED
3/28/2005

2. AMENDMENT/MODIFICATION NO. 278 3. EFFECTIVE DATE See Block 16c 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE OPOS 7. ADMINISTERED BY (If other than Item 6) CODE
 John F. Kennedy Space Center, NASA
 Procurement Office
 Kennedy Space Center, FL 32899

RECEIVED
 SGS CONTRACTS
 05 APR 28 PM 12:49

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 Space Gateway Support
 2411 Dulles Corner Park, Suite 500
 Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 NAS10-99001
 10B. DATED (SEE ITEM 13)
 August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
 By Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification to document a cost increase as the result additional work requirements performed in support of Atlas IIIB Launch for NRO Mission FY05.

The adjustment to contract value is outlined as follows:
 Increase Option 1B by \$292,284 in cost, \$23,383 in fee. The total contract value is increased by \$315,667.

This change revises Article B-3, Contract Value, B-4 Award Fee and Article G-2, Contract Funding.

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

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)
 Victoria G. Lockard
 Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Michael Wheeler
 Contracting Officer

15B. CONTRACTOR/OFFEROR
 Victoria Lockard

15C. DATE SIGNED
 29 apr 05

16B. UNITED STATES OF AMERICA
 Michael Wheeler

16C. DATE SIGNED
 4/29/05

(Signature of person authorized to sign) (Signature of Contracting Officer)

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 274			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$231,656,441	\$14,016,147	\$245,672,588
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$251,522,345	\$14,016,147	\$265,538,492
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,168,894	\$65,549,025	\$1,224,717,919
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 273			
OPTION 1B			
(10/01/04-09/30/05)	\$277,992,726	\$18,675,360	\$296,668,086
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 278	\$292,284	\$23,383	\$315,667
Total FY05	\$304,180,955	\$18,698,743	\$322,879,698
(10/01/05-09/30/06)	\$258,319,883	\$17,044,329	\$275,364,212
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$287,421,537	\$17,044,329	\$304,465,866
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$597,134,647	\$36,185,644	\$633,320,291
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,023,118,269	\$117,238,553	\$2,140,356,822
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,787,905	\$17,401,488	\$281,189,393
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,655,175	\$17,401,488	\$313,056,663
(10/01/07-9/30/08)	\$270,664,190	\$17,846,087	\$288,510,277
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,113,027	\$17,846,087	\$321,959,114

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,154,633	\$35,838,490	\$642,993,123
TOTAL CONTRACT VALUE INC. OPTIONS	\$2,630,272,902	\$153,077,043	\$2,783,349,945
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 11

2. AMENDMENT/MODIFICATION NO.

279

3. EFFECTIVE DATE

See Block 16c

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

RECEIVED

05 MAY 20 PM 3:03

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

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

Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)

D. OTHER (Specify type of modification and authority)
By Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

This modification definitizes change order 272, for additional detailed testing, and assessment of performance data to determine the reliability and expected life cycle of existing SCAPE suits for the period of performance of April 1, 2005 through September 30, 2008.

The adjustment to contract value is outlined as follows: Increase Option 1B, by \$103,115 in cost and \$8,249 in fee, for a total of \$111,364 for FY05, increase \$212,563 in cost and \$17,005 in fee for a total increase of \$229,568 for FY06 and increase Option 1C by \$221,142 in cost and \$17,691 in fee, for a total of \$238,833 for FY07 and increase \$230,172 in cost and \$18,414 in fee for a total of \$248,586 for FY08. Total increase for this modification is \$766,992 in cost and \$61,359 in fee for a total contract value of \$828,352.

This change revises Article B-3, Contract Value, B-4 Award Fee, Article G-2, Contract Funding, SOW paragraph 3.2.4.4, Technical Exhibits - Attachments J-5 and adds DRD 3.2.4-02 and Technical Exhibit J5 3.2.4-01.

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

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)

Victoria G. Lockard
Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Michael Wheeler
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Victoria Lockard
(Signature of person authorized to sign)

25 May 05

Michael Wheeler
(Signature of Contracting Officer)

5/26/05

DUPLICATE ORIGINAL

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 278			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$231,656,441	\$14,016,147	\$245,672,588
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$251,522,345	\$14,016,147	\$265,538,492
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,168,894	\$65,549,025	\$1,224,717,919
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 278			
OPTION 1B			
(10/01/04-09/30/05)	\$278,285,010	\$18,698,743	\$296,983,753
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 279	\$103,115	\$8,249	\$111,364
Total FY05	\$304,284,070	\$18,706,992	\$322,991,062
(10/01/05-09/30/06)	\$258,319,883	\$17,044,329	\$275,364,212
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 279	\$212,563	\$17,005	\$229,568
Total FY06	\$287,634,100	\$17,061,334	\$304,695,434
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$597,450,325	\$36,210,898	\$633,661,223
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,023,433,947	\$117,263,807	\$2,140,697,754
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,787,905	\$17,401,488	\$281,189,393
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 279	\$221,142	\$17,691	\$238,833
Total FY07	\$295,876,317	\$17,419,179	\$313,295,496
(10/01/07-9/30/08)	\$270,664,190	\$17,846,087	\$288,510,277
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 279	\$230,172	\$18,414	\$248,586
Total FY08	\$304,343,199	\$17,864,501	\$322,207,700

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,605,947	\$35,874,595	\$643,480,542
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,631,039,894	\$153,138,402	\$2,784,178,296
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

3.2.4.4 Life Support Services. The contractor shall establish and maintain an ongoing operations, maintenance, refurbishment, and overhaul program that ensures the safety and operational readiness of life support equipment and facilities. The contractor shall provide life support services to the Space Shuttle and Payload Contractor Programs at KSC, the Titan, Delta, Atlas/Centaur Programs at CCAFS, airline operations, and the spacecraft/payload processing facilities at KSC and CCAFS. The contractor shall maintain all related certifications. Particular subtasks include the following:

Inspecting and testing hazardous material suits, to include those provided by others **as described in Tech Exhibit J5 3.2.4-01.**

- Fabricating, maintaining, managing, inspecting, testing, certifying, and issuing life support equipment, PPE, and respiratory equipment to personnel working in hostile environments such as in propellant- or oxygen-deficient atmospheres or during emergency breathing operations;
- Providing and maintaining personnel protection and respiratory equipment; setting up required support equipment at KSC, CCAFS, and PAFB; and training personnel in the use of such equipment (services rendered shall include assisting user personnel in donning protective gear, filling backpacks, manning communications equipment, and operating various support equipment used in life support operations);
- Providing actions testing and minor maintenance/Modification services for life preserver units used on KSC aircraft;
- Maintaining the Emergency Life Support Apparatus (ELSA) items in the inventory in such condition that they can reliably perform their respective functions under extreme environmental and emergency conditions;

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-5

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.3	J-BOSC Tech Exhibit 5.1-501	10/97	Customer Support Function	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-001	12/00	NASA Real Property	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-002	12/00	AF Real Property	205
2.1.2.3.1	J-BOSC Tech Exhibit 2.1.2-001	12/03	Vessel/Systems	205
2.1.2.3.4	J-BOSC Tech Exhibit 2.1.2-002	12/03	Renewal Packages for DOT Exceptions	205
2.1.3.2	J-BOSC Tech Exhibit 2.1.3-001	04/03	KSC Cof F Project Baseline, WBS 2.1.3	205
2.1.4.3	J-BOSC Tech Exhibit 2.1.4-01	08/02	Energy Management Office Periodic Report Requirements	205
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/04	Type III Work Orders	217
2.2.1.7	J-BOSC Tech Exhibit 2.2.1.7-01	12/03	KSC Ditch Cleaning	205
2.2.1.8	J-BOSC Tech Exhibit 2.2.1.8	12/03	Pad A&B Slide Wire Area Support Standards	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-801	02/97	Clean Room Services	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-802	09/96	Clean Room Description - NASA	205
2.2.2	J-BOSC Tech Exhibit 5.5-812	06/97	CCAFS Refuse Collection Services	205
2.2.2	J-BOSC Tech Exhibit 5.5-814	07/97	CCAFS Refuse Collection Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-815	10/97	Florida Annex Refuse Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-816	10/97	Florida Annex Refuse Collection Services	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-826	10/97	CCAFS Grounds Areas Map and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 7.0-016	10/97	KSC Grounds Maintenance	232
2.2.2.1	J-BOSC Tech Exhibit 5.5-819	10/97	Florida Annexes Grounds Area and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	12/03	CCAFS Specific Grounds Maintenance Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 2.2.2.1-01	12/03	Road Maintenance Areas of Responsibility for KSC and CCAFS	205
2.2.2.2	J-BOSC Tech Exhibit 2.2.2.2-01	12/03	Air Force Pest Management Plan	205
2.2.4	J-BOSC Tech Exhibit 2.2.4	12/03	Custodial Services	205
2.3	J-BOSC Tech Exhibit 2.3-01	06/04	Completed-One-Time Special Projects for Customers	232
2.3	J-BOSC Tech Exhibit 7.0-127	05/02	CCAFS Water Backflow Prevention Devices	205
3.1.1.15	J-BOSC Tech Exhibit 3.1.1.15-01	09/03	Technical Rescue for Heritage Program	232
3.1.2	J-BOSC Tech Exhibit 3.1.2-01	7/03	KSC Realignment of Security Posture for FY04-08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-02	7/03	45SW/ CCAFS Realignment of Security Posture FY04-FY08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-03	7/03	Baseline Realignment Security Posture Table FY04-08	239

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.1.2.9	J-BOSC Tech Exhibit 7.0-007	11/03	NASA Computer Systems, Application and Database (TRAC Application)	205
3.2.1	J-BOSC Tech Exhibit 7.0-001	08/04	NASA Supply Customer Support Matrix	232
3.2.1.2	J-BOSC Tech Exhibit 7.0-007	11/03	NASA Computer Systems, Application and Database (KSC Records Management System (IM03))	205
3.2.2	J-BOSC Tech Exhibit 7.0-005	10/97	NASA Transportation Customer Support Matrix	205
3.2.3.2	J-BOSC Tech Exhibit 7.0-113	10/03	Precision Measurement Equipment Laboratory (PMEL)	232
3.2.4	J-BOSC Tech Exhibit 7.0-021	10/97	Types of Propellants	205
3.2.4	J-BOSC Tech Exhibit 3.2.4-01	03/05	Self Contained Atmospheric Protective Ensemble (SCAPE) Suits	279
3.3	J-BOSC Tech Exhibit 7.0-007	11/03	NASA Computer Systems, Application and Database	205
3.3.1.1	J-BOSC Tech Exhibit 2.1.1-01	12/99	NASA/KSC Informational Technology/Geographical Information System/Application Development	205
3.4.1.4	J-BOSC Tech Exhibit 3-3.4.1.4-01	9/03	Support to All ELV Missions and the NASA Portal Web Site	208
3.4.4	J-BOSC Tech Exhibit 7.0-074	08/02	KSC Area Access Familiarization Video Training Provided to USAF	205
3.4.4	J-BOSC Tech Exhibit 7.0-075	08/02	KSC Monthly Workload Indicator – Technical Training Courses	205
3.4.4	J-BOSC Tech Exhibit 7.0-076	08/02	Training Workload Indicators for CCAFS/PAFB	205
3.5	J-BOSC Tech Exhibit 5.5-362	10/97	Storm Water Permit	205
3.5.1	J-BOSC Tech Exhibit 7.0-036	09/97	Memorandums of Understanding	205
3.5.2	J-BOSC Tech Exhibit 7.0-039	02/03	NRC Materials License for KSC and CCAFS	205

Technical Exhibit J5 3.2.4-01

Self Contained Atmospheric Protective Ensemble (SCAPE) Suits

The contractor shall perform Self Contained Atmospheric Protective Ensemble (SCAPE) suit testing during each recycle to include: high intensity light inspection, functional testing of the relief valves, air flow rate testing, and a final leak check on the suit. The contractor shall collect, analyze, and report detailed data on SCAPE suit maintenance, performance and life expectancy as described in **DRD 3.2.4-02**.

In addition to this, the contractor shall establish a program to test suit fabric and components based on age and number of uses to monitor, project suit life expectancy, and investigate, categorize, track and trend SCAPE close calls and anomalies.

The contractor shall perform a detailed analysis of data, develop performance metrics that will validate suit integrity and identify any negative trends before the level of risk is increased. Performance metrics shall be a partnered product between the Government and the contractor. The contractor shall also modernize existing and/or develop new computer databases programs to gather data and generate reports.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL __ MOD 135 _____					A. ITEM NO. 3.2.4-02
B. LINE ITEM TITLE: WBS 3.2.4, Propellants and Life Support					
C. OPR. TA-E3	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ. Monthly	G. INITIAL SUB. 4-01-05	H. AS OF DATE
J. REMARKS:					
K. DISTRIBUTION					TOTALS
TA-E3					NO.
JP-B					TYPE
DATA REQUIREMENT DESCRIPTION					
1. TITLE Self Contained Atmospheric Protective Ensemble (SCAPE) Suit Performance and Reliability Report				2. NUMBER	
3. USE To gain insight into the performance and condition of Self Contained Atmospheric Protective Ensemble suits. To assess the effectiveness of SCAPE suit maintenance. To assess the reliability of suits in the field and to identify any risks involved in utilization of suits.				4. DATE	
				5. ORGANIZATION	
7. INTERRELATIONSHIP				6. REFERENCES	
<p>8. PREPARATION INFORMATION</p> <p>Provide a summary report to the SCAPE user community to include performance, reliability and infield damage. Data shall be collected, analyzed and reported for all SCAPE use, and shall include but not be limited to, the following:</p> <ol style="list-style-type: none"> 1. SCAPE Infield Damage and Infield Performance Reporting <ul style="list-style-type: none"> - Report provided to all users - Detailed reports provided to organizations with negative trends or damage rates that are significantly higher than average 2. SCAPE Suit Reliability Report <ul style="list-style-type: none"> - Data analysis, trending and reporting will be provided on the following: <ul style="list-style-type: none"> - Close Calls and Anomalies including investigations and corrective actions - Damage characterization and analysis - Exposures - Maintenance (repetitive component repairs) <p>Format of the summary report must be partnered with TA-E3.</p>					
KSC FORM 16-246 (REV. 1/82) COMPUTER GENERATED					

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 12

2. AMENDMENT/MODIFICATION NO.

280

3. EFFECTIVE DATE

7 Feb 2005

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

CODE

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

RECEIVED
333 CONTRACTS
05 MAY 20 PM 2:42

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

Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

a. The purpose of this modification is to provide for an equitable adjustment to provide for New Horizon Mission Support. The performance period for this CCR is 7 February 2005 through 11 January 2006.

b. Increase Option 1B by \$93,595 in cost and \$7,488 in fee, for a total of \$101,083 FY05, and \$665,876 in cost and \$53,270 in fee, for a total of \$719,146 for FY06. Total increase for this modification is \$759,471 in costs and \$60,758 for a total of \$820,229.

c. This change revises Articles B-3, Contract Value; B-4, Award Fee; G-2, Contract Funding; and J-1, Statement of Work which adds attached paragraph 2.3 as shown on the attached pages and J-5 Technical Listing. All other terms and conditions of the contract remain unchanged.

SEE PAGE 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Victoria G. Lockard
Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Ernest G. Tweedie
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

d. Add the following to the Statement of Work (SOW), paragraph 2.3 entitled "One-Time Special Projects For Customers"

Provide launch operations support for NASA New Horizon mission and RTG power source during the FY05 and 06 spacecraft processing flow, flight hardware movement, and launch activity. Specifics are contained in Technical Exhibits 2.3-02 Security and 2.3-03 Health Physics.

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
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10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
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Cost Overrun	\$0	\$0	\$0
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Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 278			
OPTION 1B			
(10/01/04-09/30/05)	\$278,388,125	\$18,706,992	\$297,095,117
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 280	\$93,595	\$7,488	\$101,083
Total FY05	\$304,377,665	\$18,714,480	\$323,092,145
(10/01/05-09/30/06)	\$258,532,446	\$17,061,334	\$275,593,780
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.	\$665,876	\$53,270	\$719,146
Total FY06	\$288,299,976	\$17,114,604	\$305,414,580
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$598,209,796	\$36,271,656	\$634,481,452
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,024,193,418	\$117,324,565	\$2,141,517,983
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,009,047	\$17,419,179	\$281,428,226
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,876,317	\$17,419,179	\$313,295,496
(10/01/07-9/30/08)	\$270,894,362	\$17,864,501	\$288,758,863
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,343,199	\$17,864,501	\$322,207,700

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,605,947	\$35,874,595	\$643,480,542
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,631,799,365	\$153,199,160	\$2,784,998,525
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-5

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.3	J-BOSC Tech Exhibit 5.1-501	10/97	Customer Support Function	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-001	12/00	NASA Real Property	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-002	12/00	AF Real Property	205
2.1.2.3.1	J-BOSC Tech Exhibit 2.1.2-001	12/03	Vessel/Systems	205
2.1.2.3.4	J-BOSC Tech Exhibit 2.1.2-002	12/03	Renewal Packages for DOT Exceptions	205
2.1.3.2	J-BOSC Tech Exhibit 2.1.3-001	04/03	KSC Cof F Project Baseline, WBS 2.1.3	205
2.1.4.3	J-BOSC Tech Exhibit 2.1.4-01	08/02	Energy Management Office Periodic Report Requirements	205
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/04	Type III Work Orders	217
2.2.1.7	J-BOSC Tech Exhibit 2.2.1.7-01	12/03	KSC Ditch Cleaning	205
2.2.1.8	J-BOSC Tech Exhibit 2.2.1.8	12/03	Pad A&B Slide Wire Area Support Standards	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-801	02/97	Clean Room Services	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-802	09/96	Clean Room Description - NASA	205
2.2.2	J-BOSC Tech Exhibit 5.5-812	06/97	CCAFS Refuse Collection Services	205
2.2.2	J-BOSC Tech Exhibit 5.5-814	07/97	CCAFS Refuse Collection Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-815	10/97	Florida Annex Refuse Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-816	10/97	Florida Annex Refuse Collection Services	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-826	10/97	CCAFS Grounds Areas Map and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 7.0-016	10/97	KSC Grounds Maintenance	232
2.2.2.1	J-BOSC Tech Exhibit 5.5-819	10/97	Florida Annexes Grounds Area and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	12/03	CCAFS Specific Grounds Maintenance Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 2.2.2.1-01	12/03	Road Maintenance Areas of Responsibility for KSC and CCAFS	205
2.2.2.2	J-BOSC Tech Exhibit 2.2.2.2-01	12/03	Air Force Pest Management Plan	205
2.2.4	J-BOSC Tech Exhibit 2.2.4	12/03	Custodial Services	205
2.3	J-BOSC Tech Exhibit 2.3-01	06/04	Completed-One-Time Special Projects for Customers	232
2.3	J-BOSC Tech Exhibit 2.3-02	04/05	Security Support for New Horizon Mission	280
2.3	J-BOSC Tech Exhibit 2.3-03	01/05	Health Physics Services Support for New Horizon Mission	280
2.3	J-BOSC Tech Exhibit 7.0-127	05/02	CCAFS Water Backflow Prevention Devices	205
3.1.1.15	J-BOSC Tech Exhibit 3.1.1.15-01	09/03	Technical Rescue for Heritage Program	232
3.1.2	J-BOSC Tech Exhibit 3.1.2-01	7/03	KSC Realignment of Security Posture for FY04-08	239

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.1.2	J-BOSC Tech Exhibit 3.1.2-02	7/03	45SW/ CCAFS Realignment of Security Posture FY04-FY08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-03	7/03	Baseline Realignment Security Posture Table FY04-08	239

CCSMO

Technical Exhibit 2.3-02

Security Support

Element	PI Work	Work Description	Hours Cal	Labor Category	FY05 Oct 04 thru Sep 05 Hours	FY06 Oct 05 thru Sep 06 Hours
Security	Provide security for offload of LV and documents from aircraft landing on delivery and aircraft departure on return of hardware.	Roadblocks (2 people x 4 hours)	8.00	Security Officer	8.00	
Security	Provide Convoy Support for arrival of RTGs	Special Security Escorts (2 people x 1 hour) Gate 3 to RTGF	2.00	Security Officer		2.00
Security	Provide Security at RTGF	Entry control and Rover (2 people x 24 hours a day from RTG arrival until moved to VIF [90 days])	4,320.00	Security Officer		4320.00
Security	Provide Security at PHSF	Control entry to highbay (1 person x 24 hours a day from arrival until move to VIF moved -75 days)	1,800.00	Security Officer	1080.00	720.00
Security	Provide Security at VIF	Gate Control & rover (2 people x 24 hours x 60 days)	2,880.00	Security Officer		2880.00
Security	Provide Security at ASOC	Rover (1 person x 24 hours x 60 days)	1,440.00	Security Officer		1440.00
Security	Provide Security escort of Payload to VIF	Security Escort (3 persons x 2 hrs)	6.00	Security Officer		6.00
Security	Provide Security escort of LV from VIF to pad	Security Escort (3 persons x 2 hrs)	6.00	Security Officer		6.00
Security	Provide Security for RTG to Pad 41	Special Security Escorts (13 people x 8 hours) to Pad 41	104.00	Security Officer		104.00
Security	Provide Security at Level 6 at VIF	Entry Control - Level 6 (1 person x 36 hours) from RTG arrival at pad until launch	36.00	Security Officer		36.00
Security	Provide K-9 Sweeps	Ordance Sweeps at various times (1 K-9 Unit for 40 hours)	40.00	Security Officer	15.00	25.00
Security	Provide security plans, post orders and other coordination	Administrative (2 people for 320 hrs.)	640.00	Security Supervisor	500.00	140.00
Security	Security Training for Special Equipment	Familiarization with SNM equipment (40 people x 4 hours)	160.00	Security Officer	160.00	
Security	Provide security at level 5 VIF	Entry Control level 5 (1 person x 24 hours x 28 days (7 dys a wk-4 wks)	672.00			672.00
Security	Special Convoy Training	Provide proper protection for RTG Convoy (29 People x 40 hours)	1,160.00	Security Officer		1160.00

Security	Provide Security for Media Events	Media Control/Crowd Control for media events (2 people x 16 hours)	32.00	Security Officer	32.00
Security	Provide Security at RADCC	Entry Control (1 person x 8 hours x 7 days)	56.00	Security Officer	56.00
Services	Provide security and traffic control for transportation of SV, and/or classified AGE, documentation, etc during campaign	Roadblocks (3 people x 5 hours) NOT LAUNCH RELATED	15.00	Security Officer	15.00
			13,377.00		1,763.00 11,614.00

January 2005

Technical Exhibit 2.3-03
Health Physics (HP) Services Support
For New Horizon Mission

Requirements:

FY-05

- RTG Operations at RTGF (September (23 days))
-One HP specialists 8 hrs/day X 23 days = 184 hrs

FY-06

- RTG Operations at RTGF (October (20 work days), November (22 work days), December (22 work days), and January (8 work days))
-One HP Specialists 8 hrs/day X 72 days = 576 hours
- Launch Contingency Operations (January (10 work days))
-12 Environmental Health Specialist 8 hrs/day X 3 days =288 hrs

NOTE: The requirements above reflect a total of 1,048 labor hours. The contractor has proposed a total of 1,036 labor hours which has been accepted by the Government.