

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 321 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) RECEIVED 303 CONTRACTS 05 OCT 21 PM 3: 37 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 no cost modification is to correct a reference, add a corrected Tech Exhibit and index, on modification 303 and change the authority used in Mod 304. Mod 303: In the second paragraph of Mod 303, the following reference to "Attachment J-12, Workload Indicator 2.2.1.21" is an incorrect reference and replaced by "Attachment J-5, TE 2.24", the corrected tech exhibit and the updated index are also attached. Mod 304: Block 13 is changed from "D. Mutual Agreement of the Parties" to "Block C. FAR 52.222-41, Service Contract Act 1965, as amended". 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) Linda M. Adams Contracting Officer

15B. CONTRACTOR/OFFEROR Signature of person authorized to sign: Victoria Lockard 15C. DATE SIGNED 04 Nov 05 16B. UNITED STATES OF AMERICA Signature of Contracting Officer: Linda M. Adams 16C. DATE SIGNED 04 NOV 05

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	08/05	Custodial Services	303
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
3.3	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

2. AMENDMENT/MODIFICATION NO. 322	3. EFFECTIVE DATE See Block 16c below	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	CODE OPOS	7. ADMINISTERED BY (If other than the contractor) RECEIVED CONTRACTS 05 OCT 21 AM 8:56
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	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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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 270 (CCR 05-24). Also definitized by this modification are time extensions as set forth in modifications #289, #294, and #309. Requirements are defined for CCR 05-24 for the period of performance from March 8, 2005 to September 30, 2005 as follows:

1. Assist in Government technical Operational Testing and Evaluation.
2. Attend vendor-conducted initial system familiarization training.
3. Refinement of O&M requirements to include field site visits and market research on systems components.
4. Operations and Maintenance (O&M) and Monitoring Support proposal preparation and submittal.
5. Responses to Government technical evaluation and fact-finding to define requirements.

Total increase for this modification is \$65,613 in cost and \$5,249 in fee for a total contract value increase of \$70,862.

This change revises Article B-3, Contract Value; Article 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) Lester S. Howard Contracting Officer
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 10/21/05	16C. DATE SIGNED 10/21/05

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 319			
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)	\$215,635,121	\$13,048,265	\$228,683,386
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	\$234,439,498	\$13,048,265	\$247,487,763
(10/01/01-09/30/02)	\$233,942,456	\$14,086,472	\$248,028,928
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	\$253,808,360	\$14,086,472	\$267,894,832
(10/01/02-09/30/03)	\$247,144,970	\$15,284,691	\$262,429,661
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	\$269,571,441	\$15,284,691	\$284,856,132
TOTAL BASIC PERIOD	\$1,164,603,978	\$65,731,529	\$1,230,335,507
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$243,940,799	\$15,307,320	\$259,248,119
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	\$266,076,566	\$15,307,320	\$281,383,886
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	\$268,719,688	\$15,518,769	\$284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 316			
OPTION 1B			
(10/01/04-09/30/05)	\$295,488,486	\$19,204,494	\$314,692,980
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 322	\$65,613	\$5,102	\$70,715
Total FY05	\$321,450,044	\$19,209,596	\$340,659,640
(10/01/05-09/30/06)	\$261,648,043	\$17,165,542	\$278,813,585
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	\$290,749,697	\$17,165,542	\$307,915,239
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	\$617,731,896	\$36,817,710	\$654,549,606
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,051,055,562	\$118,068,008	\$2,169,123,570
*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)	\$266,310,305	\$17,453,647	\$283,763,952
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	\$298,177,575	\$17,453,647	\$315,631,222
(10/01/07-9/30/08)	\$273,299,553	\$17,902,522	\$291,202,075
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	\$306,748,390	\$17,902,522	\$324,650,912

	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	\$612,312,396	\$35,947,084	\$648,259,480
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,663,367,958	\$154,015,092	\$2,817,383,050
*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 319	Total Award Fee For Mod 322	Adjusted Available Award Fee	Earned Award Fee Mod 319	Earned Award Fee Mod 322	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,740,703		\$7,740,703	\$6,191,089		\$6,191,089	80% Mod 15
04/01/99	09/30/99	\$6,092,693		\$6,092,693	\$4,899,611		\$4,899,611	80% Mod 36
10/01/99	03/31/00	\$7,836,449		\$7,836,449	\$6,736,364		\$6,736,364	86% Mod 57
04/01/00	09/30/00	\$6,456,518		\$6,456,518	\$5,485,038		\$5,485,038	85% Mod 75
10/01/00	03/31/01	\$7,589,234		\$7,589,234	\$6,755,521		\$6,755,521	89% Mod 99
04/01/01	09/30/01	\$6,976,244		\$6,976,244	\$6,292,744		\$6,292,744	91%Mod118
10/01/01	03/31/02	\$5,883,911		\$5,883,911	\$5,352,593		\$5,352,593	91%Mod127
04/01/02	09/30/02	\$9,819,137		\$9,819,137	\$8,733,879		\$8,733,879	92%Mod147
10/01/02	03/31/03	\$8,112,819		\$8,112,819	\$7,595,617		\$7,595,617	94%Mod167
04/01/03	09/30/03	\$8,120,016		\$8,120,016	\$7,689,072		\$7,689,072	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$10,023,405	\$2,102	\$10,025,507	\$9,321,766	\$1,955	\$9,323,721	93%Mod 283
04/01/05	09/30/05	\$10,100,528	\$3,147	\$10,103,675				
10/01/05	03/31/06	\$8,727,700		\$8,727,700				
04/01/06	09/30/06	\$8,662,615		\$8,662,615				
BASIC SUBTOTAL		\$128,258,240	\$5,249	\$128,263,489			\$118,068,008	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,718,009		\$8,718,009				
04/01/07	09/30/07	\$8,736,640		\$8,736,640				
10/01/07	03/31/08	\$8,940,574		\$8,940,574				
04/01/08	09/30/08	\$8,960,948		\$8,960,948				
OPTION SUBTOTAL		\$35,356,171	\$0	\$35,356,171				
GRAND TOTAL		\$163,614,411	\$5,249	\$163,619,660				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
TOTAL	\$2,169,123,570	\$1,759,801,183	\$141,801,557	\$1,901,602,740		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. 323
3. EFFECTIVE DATE See Block 16C
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 OCT 28 PM 1:23

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)
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NAS10-99001
10B. DATED (SEE ITEM 13)
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ORIGINAL

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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)
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 no cost modification is to formalize training selection criteria for security police special duty position (Emergency Response Team [SWAT] and K-9 handler) enforcement teams by updating attachment J-1(SOW), WBS 3.1.2.10, Personnel Minimum Qualifications and Health Standards and adding Technical Exhibit 3.1.2.10-01, Security Police Special Duty Position criteria.

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)
Ernest G. Tweedie
Contracting Officer

15B. CONTRACTOR/OFFEROR
Victoria Lockard
(Signature of person authorized to sign)
15C. DATE SIGNED
31 Oct 05
16B. UNITED STATES OF AMERICA
Ernest G. Tweedie
(Signature of Contracting Officer)
16C. DATE SIGNED
2 NOV 05

3.1.2.10 Personnel Minimum Qualifications and Health Standards. Personnel to be employed under the provisions of this WBS shall participate in a physical fitness evaluation. The evaluation shall assess the individual's level of physical conditioning, aerobic capacity, flexibility and endurance. The individual shall perform the Physical Abilities Test (PAT) derived from the Florida Department of Law Enforcement Standards, which consists of the following:

- Exit vehicle/open trunk/grab baton-flashlight
 - 100 yard run
 - Obstacle course (40" wall, three hurdles (24", 12", 18" high), serpentine pylon maneuver, low crawl) - total length 115')
 - 50' sprint/150 lb dummy drag for 50'/50' sprint
 - Obstacle course (repeat)
 - 100 yard run (repeat)
 - Return baton-flashlight to trunk/enter vehicle
- The PAT must be completed within eight (8) minutes to pass.

"In addition to the minimum qualification and health standards, personnel desiring to be considered for Security Police Special Duty positions shall demonstrate and complete the criteria contained in Technical Exhibit 3.1.2.10-01." (Mod 323)

3.1.2.11 Certificate Requirements. The contractor shall obtain the appropriate certifications. Certification requirements are specified in compliance documents NPR 1620.1 and AFI 31-101 and shall include, but not be limited to, the following:

- Law enforcement and investigative personnel successfully completing the Basic Police Standards Course (Florida Department of Police Standards) or an equivalent law enforcement certification from another state;
- Twenty percent of the Security Force shall be Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillators (AED) qualified, 100 percent of the Emergency Response Team and training instructors shall be CPR trained;
- Deputized officers meeting the requirements for a Brevard County deputy sheriff (sufficient supervisors and security officers) will be deputized to enable enforcement of state criminal and traffic law on KSC;
- Certifications for KSC Emergency Response Team members;
- Recognized professional training certifications for contractor security/ERT instructors to include general and specific firearms, other weapons, tactics, rappelling, and Simunitions;
- Locksmiths completing an accredited master key system/locksmith course (Associated Locksmiths of America or equivalent);
- Security Force members obtaining and maintaining a SECRET national security clearance and the NASA PRP certification, as necessary;
- All Security Force members being weapons qualified;

J5, Technical Exhibit # 3.1.2.10-01
Security Police Special Duty Position Criteria

In addition to the minimum qualification and health standards, personnel desiring to be considered for Security Police Special Duty positions shall demonstrate and complete the following criteria.

<u>POSITION</u>	<u>ACTIVITY</u>	<u>CRITERIA</u>
Emergency Response Team (SWAT)	Physical Fitness	Current physical fitness test and a SWAT task specific test. Physical fitness test includes 25 push-ups, 25 sit-ups, 5 pull-ups and a one mile run in 7.45 minutes or less. The SWAT task specific test measuring SWAT suitability will be completed in 8.30 minutes and will be administered under the purview of the NASA Federal Law Enforcement (NFLET) Academy.
	Weapons	
	Handgun	90% minimum overall score with one-shot timed drill and will be administered under the purview of NFLET Academy.
	Rifle and/or Submachine Gun	90% minimum overall score, fired in semi-auto mode, with one-shot timed drill and will be administered under the purview of NFLET Academy.
	Shotgun	90% minimum overall score with one-shot timed drill and will be administered under the purview of NFLET Academy.
	Written Test	90% minimum score. Test will be administered under the purview of NFLET Academy.
	Oral Interview	Conducted by an odd-numbered board of 3 or 5 members: One member will be external to the organization certified as SWAT, if available. One current SWAT Supervisor, and one SPFPA Union leadership or current SWAT certified officer/union member may participate as a board member or observer (their choice). Prior related experience is important and board members may review prior work performance including discipline matters limited to one year (vehicle accidents two years) prior to date of interview.
K-9 Handler	Physical Fitness	Obstacle/Agility course including a K-9 Handler task specific test; 22 push-ups, 25 sit-ups and a one mile run. Maximum time for the one mile run is nine minutes. The task specific test measuring K-9 suitability will be administered under the purview of NFLET Academy.
	Written Test	90% minimum score. Test will be administered under the purview of NFLET Academy.
	Oral Interview	Conducted by an odd-number board 3 or 5 members: One member will be external to the organization certified as K-9, if available. One SPFPA Union leadership or current K-9 certified officer/union member may participate as a board member or observer (their choice). Prior related experience is important and board members may review prior work performance including discipline matters limited to one year (vehicle accidents two years) prior to date of interview.
	BSCO Deputy Status	Shall be a serving JBOSC, Brevard County Sheriff (BCSO) special deputy or exceptionally well qualified, i.e. police academy graduate, Florida Dept of Law Enforcement certified, and otherwise demonstrate ability to certify as a BCSO special deputy.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 324	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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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
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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.

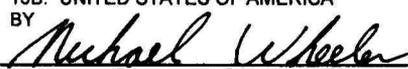
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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 \$8,739,401. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 22 December 2005.

This change revises Article G-2, as shown on the attached page.

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 10/27/2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 6

2. AMENDMENT/MODIFICATION NO. 325 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

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:
Unilateral Modification in accordance with Attachment J8, JBOSC Award Fee Evaluation Plan
D. OTHER (Specify type of modification and authority)

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 modification is to revise Articles B-3 and B-4 to reflect the amount of award fee earned as determined by the Fee Determination Official on November 3, 2005, for the period April 1, 2005 through September 30, 2005. Award fee in the amount of \$9,194,344 has been earned for the stated period for PEF, CES & SEF. The total available award fee pool is reduced by \$909,331 from \$10,103,675 to \$9,194,344.

NOTE: EARNED AND PROVISIONAL AWARD FEE PAYMENT DISBURSED TO DATE IN THE AMOUNT OF \$98,054,479, IS DEDUCTED FROM THE EARNED AWARD FEE THROUGH AWARD FEE PERIOD 14 OF \$99,768,362. A NET PAYMENT OF \$1,713,883 is due.

As a result of the above changes, Articles B-3, B-4 and G-2 are revised.
All other terms and conditions of the contract remain unchanged. Award Fee numbers were based upon mod 324.
End of Modification

CONTRACTOR'S COPY

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

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY [Signature] 16C. DATE SIGNED Nov 9, 2005
(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 322			
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)	\$215,635,121	\$13,048,265	\$228,683,386
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	\$234,439,498	\$13,048,265	\$247,487,763
(10/01/01-09/30/02)	\$233,942,456	\$14,086,472	\$248,028,928
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	\$253,808,360	\$14,086,472	\$267,894,832
(10/01/02-09/30/03)	\$247,144,970	\$15,284,691	\$262,429,661
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	\$269,571,441	\$15,284,691	\$284,856,132
TOTAL BASIC PERIOD	\$1,164,603,978	\$65,731,529	\$1,230,335,507
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$243,940,799	\$15,307,320	\$259,248,119
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	\$266,076,566	\$15,307,320	\$281,383,886
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	\$268,719,688	\$15,518,769	\$284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 325			
OPTION 1B			
(10/01/04-09/30/05)	\$295,554,099	\$19,209,596	\$314,763,695
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 325		(\$909,331)	(\$909,331)
Total FY05	\$321,450,044	\$18,300,265	\$339,750,309
(10/01/05-09/30/06)	\$261,648,043	\$17,165,542	\$278,813,585
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	\$290,749,697	\$17,165,542	\$307,915,239
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	\$617,731,896	\$35,908,379	\$653,640,275
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,051,055,562	\$117,158,677	\$2,168,214,239
*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)	\$266,310,305	\$17,453,647	\$283,763,952
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	\$298,177,575	\$17,453,647	\$315,631,222
(10/01/07-9/30/08)	\$273,299,553	\$17,902,522	\$291,202,075
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	\$306,748,390	\$17,902,522	\$324,650,912

	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	\$612,312,396	\$35,947,084	\$648,259,480
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,663,367,958	\$153,105,761	\$2,816,473,719
*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 322	Total Award Fee For Mod 325	Adjusted Available Award Fee	Earned Award Fee Mod 322	Earned Award Fee Mod 325	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,740,703		\$7,740,703	\$6,191,089		\$6,191,089	80% Mod 15
04/01/99	09/30/99	\$6,092,693		\$6,092,693	\$4,899,611		\$4,899,611	80% Mod 36
10/01/99	03/31/00	\$7,836,449		\$7,836,449	\$6,736,364		\$6,736,364	86% Mod 57
04/01/00	09/30/00	\$6,456,518		\$6,456,518	\$5,485,038		\$5,485,038	85% Mod 75
10/01/00	03/31/01	\$7,589,234		\$7,589,234	\$6,755,521		\$6,755,521	89% Mod 99
04/01/01	09/30/01	\$6,976,244		\$6,976,244	\$6,292,744		\$6,292,744	91%Mod118
10/01/01	03/31/02	\$5,883,911		\$5,883,911	\$5,352,593		\$5,352,593	91%Mod127
04/01/02	09/30/02	\$9,819,137		\$9,819,137	\$8,733,879		\$8,733,879	92%Mod147
10/01/02	03/31/03	\$8,112,819		\$8,112,819	\$7,595,617		\$7,595,617	94%Mod167
04/01/03	09/30/03	\$8,120,016		\$8,120,016	\$7,689,072		\$7,689,072	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$10,025,507		\$10,025,507	\$9,323,721		\$9,323,721	93%Mod 283
04/01/05	09/30/05	\$10,103,675		\$10,103,675	\$10,103,675	(\$909,331)	\$9,194,344	91%Mod325
10/01/05	03/31/06	\$8,727,700		\$8,727,700				
04/01/06	09/30/06	\$8,662,615		\$8,662,615				
BASIC SUBTOTAL		\$128,263,489	\$0	\$128,263,489			\$117,158,677	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,718,009		\$8,718,009				
04/01/07	09/30/07	\$8,736,640		\$8,736,640				
10/01/07	03/31/08	\$8,940,574		\$8,940,574				
04/01/08	09/30/08	\$8,960,948		\$8,960,948				
OPTION SUBTOTAL		\$35,356,171	\$0	\$35,356,171				
GRAND TOTAL		\$163,619,660	\$0	\$163,619,660				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$8,739,401		
325	(\$909,331)					
TOTAL	\$2,168,214,239	\$1,767,893,221	\$142,448,920	\$1,910,342,141		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 326	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECTIVE ID SGS CONTRACTS	
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) 05 NOV 15 PM 1:07		
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).				
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 <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 incorporate changes within CCR 05-48 which decrease from the Installation Improvement Program (Article B-12 and WBS 4.0) the amount of \$3,719,744 for costs and \$481,306* for fee, for a total decrease of \$4,201,050. The decrease amount of \$3,778,074 for costs and \$312,911 for fee, for a total decrease of \$4,090,985 is effective in the Option period, Contract Year 7, Award Fee Periods 13 and 14 (10 October 2004 through 30 September 2005). The decrease amount of \$0 for costs and \$117,669 for fee, for a total decrease of \$117,669 is effective in the Base period, Contract Year 1 (1 Oct 1998 through 30 Sept 1999). The decrease amount of \$64,815 for costs and \$11,030 for fee, for a total decrease of \$75,845 is effective in the Base period, Contract Year 2 (1 Oct 1999 through 30 Sept 2000). The decrease amount of \$3 for costs and an increase of \$10 for fee, for a total increase of \$7 is effective in the Base period, Contract Year 3 (1 Oct 2000 through 30 Sept 2001). The increase amount of \$112,751 for costs and the decrease of \$40,539 for fee, for a total increase of \$72,212 is effective in the Base period, Contract Year 4 (1 Oct 2001 through 30 Sept 2002). The increase amount of \$10,397 for costs and \$833 for fee, for a total increase of \$11,230 is effective in the Base period, Contract Year 5 (1 Oct 2002 through 30 Sept 2003).</p> <p>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.</p> <p>*The contractor shall credit a future award fee voucher to reflect the above decrease resulting from this modification.</p>				
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 Adams Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED 16 NOV 05	16B. UNITED STATES OF AMERICA <i>Linda M Adams</i> (Signature of Contracting Officer)	16C. DATE SIGNED 17 NOV 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 326			
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. 326	(\$64,815)	(\$128,699)	(193,514)
Total FY99-FY00	\$405,606,378	\$23,183,402	428,789,780
		\$0	
(10/01/00-09/30/01)	\$215,635,121	\$13,048,265	228,683,386
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	18,804,377
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 326	(\$3)	\$9	6
Total FY01	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$233,942,456	\$14,086,472	248,028,928
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	19,865,904
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 326	\$112,751	(\$40,539)	72,212
Total FY02	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,144,970	\$15,284,691	262,429,661
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 326	\$10,397	\$787	11,184
Total FY03	\$269,581,838	\$15,285,478	284,867,316
TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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	\$266,076,566	\$15,307,320	281,383,886
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	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 325			
OPTION 1B			
(10/01/04-09/30/05)	\$295,554,099	\$18,300,265	313,854,364
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 326	(\$3,778,074)	(\$312,911)	(4,090,985)
Total FY05	\$317,671,970	\$17,987,354	335,659,324
(10/01/05-09/30/06)	\$261,648,043	\$17,165,542	278,813,585
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	\$290,749,697	\$17,165,542	307,915,239
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	\$613,953,822	\$35,595,468	649,549,290
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,047,335,818	\$116,677,324	2,164,013,142
*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)	\$266,310,305	\$17,453,647	283,763,952
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	\$298,177,575	\$17,453,647	315,631,222
(10/01/07-9/30/08)	\$273,299,553	\$17,902,522	291,202,075
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	\$306,748,390	\$17,902,522	324,650,912

	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	\$612,312,396	\$35,947,084	648,259,480
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,659,648,214	\$152,624,408	2,812,272,622
*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 325	Total Award Fee For Mod 326	Adjusted Available Award Fee	Earned Award Fee Mod 325	Earned Award Fee Mod 326	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,740,703	(\$58,834)	\$7,681,869	\$6,191,089	(\$58,834)	\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,092,693	(\$58,835)	\$6,033,858	\$4,899,611	(\$58,835)	\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,836,449	(5,515)	\$7,830,934	\$6,736,364	(\$5,515)	\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,456,518	(5,515)	\$6,451,003	\$5,485,038	(\$5,515)	\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,234	\$5	\$7,589,239	\$6,755,521	\$4	\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,244	\$5	\$6,976,249	\$6,292,744	\$5	\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,883,911	(\$20,269)	\$5,863,642	\$5,352,593	(\$20,269)	\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,819,137	(\$20,270)	\$9,798,867	\$8,733,879	(\$20,270)	\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,112,819	\$416	\$8,113,235	\$7,595,617	\$391	\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,016	\$417	\$8,120,433	\$7,689,072	\$396	\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$10,025,507	(\$156,456)	\$9,869,051	\$9,323,721	(\$156,456)	\$9,167,265	93%Mod 283
04/01/05	09/30/05	\$10,103,675	(\$156,455)	\$9,947,220	\$9,194,344	(\$156,455)	\$9,037,889	91%Mod325
10/01/05	03/31/06	\$8,727,700		\$8,727,700				
04/01/06	09/30/06	\$8,662,615		\$8,662,615				
BASIC SUBTOTAL		\$128,263,489	(\$481,306)	\$127,782,183			\$116,677,324	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,718,009		\$8,718,009				
04/01/07	09/30/07	\$8,736,640		\$8,736,640				
10/01/07	03/31/08	\$8,940,574		\$8,940,574				
04/01/08	09/30/08	\$8,960,948		\$8,960,948				
OPTION SUBTOTAL		\$35,356,171	\$0	\$35,356,171				
GRAND TOTAL		\$163,619,660	(\$481,306)	\$163,138,354				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
TOTAL	\$2,164,013,142	\$1,767,893,221	\$142,448,920	\$1,910,342,141		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. 327	3. EFFECTIVE DATE October 1, 2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) RECEIVED CONTRACTS 05 NOV 14 PM 2:25	
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)		
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).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1998) - ALTERNATE II (MAR 1996)				
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 incorporate the following no-cost changes:				
1) Revise Article H-14 and Section J, Attachment J-11; Small Business, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (10/1/05-3/31/06).				
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 15 NOV 05	16B. UNITED STATES OF AMERICA BY Linda M Adams (Signature of Contracting Officer)	16C. DATE SIGNED 15 NOV 05	

**ARTICLE H-14 SMALL BUSINESS AND SMALL DISADVANTAGED
SUBCONTRACTING PLAN**

Pursuant to the clause entitled “Small Business and Small Disadvantaged Business Contracting Plan,” the following approved contractor’s subcontracting plans is incorporated in Section J-11:

<u>Period Covered</u>	<u>Plan Date</u>
10/01/05 – 03/31/06	10/14/05 (Mod 327)

Revised subcontracting plans shall be submitted every six months to address the aggregate effect on the subcontracting plan. If changes exceed the current Master Buy Plan threshold they will be addressed separately. (**Mod 251**)

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-11

SUBCONTRACTING PLAN

Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (10/1/05 – 3/31/06)

Contractor: Space Gateway Support (SGS)
Address: P. O. Box 21237, SGS 310
Kennedy Space Center, FL 32815-0237

Contract No.: NAS10-99001

Item/Service: JOINT BASE OPERATIONS SUPPORT CONTRACT (JBOSC)

SGS shall, to the maximum extent practicable and consistent with the efficient performance of our contract, provide opportunities for small, small disadvantaged and women-owned small businesses.

The following is hereby submitted as SGS's Subcontracting Plan to satisfy the applicable requirements of Contract Number NAS10-99001, for **Contract Period October 1, 2005 through March 31, 2006.**

- 1) The total estimated dollar value of this contract period is **\$149.5M.** 
- 2) The total estimated dollar value of all planned subcontracting (to all types of business concerns, both small and large businesses) under this contract is **\$82.5M.**
- 3) The following goals first expressed in terms of a percentage of total planned subcontracting dollars, and second expressed in terms of a percentage of TOTAL CONTRACT VALUE, are applicable to the contract cited above.
 - a) Small Business Concerns: **65%** of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns. This equates to **36%** of the Total Contract Value.
 - b) Small Disadvantaged Business concerns: **33.5%** of total planned subcontracting dollars will go to subcontractors who are small business concerns, owned and controlled by socially and economically disadvantaged individuals. This equates to **18.5%**  the total contract value. This percentage is included in the percentage shown under 3(a) above, as a subset.
 - c) Women-Owned Small Business concerns: **13.6%** of total planned subcontracting dollars under this contract will go to subcontractors who are owned and controlled by women. This equates to **7.5%**  the total contract value. This percentage is included in the percentage shown under 3(a) above, as a subset.
 - d) Veteran-Owned Small Business concerns: 0% of total planned subcontracting dollars under this contract will go to subcontractors who are owned and controlled by veterans. This equates to 0% of total contract value.
 - e) Service-Disabled Veteran-Owned Small Business concerns: 0% of total planned subcontracting dollars under this contract will go to subcontractors who are owned and controlled by service-disabled veterans. This equates to 0% of total contract value.

- f) HUBZone Small Business concerns: 0% of total planned subcontracting dollars under this contract will go to subcontractors who located in a HUBZone. This equates to 0% of total contract value.
- 4) The following dollar values correspond to the percentage goals shown in 3 above.
- a) Total dollars planned to be subcontracted to Small Business concerns: **\$53.6M**
 - b) Total dollars planned to be subcontracted to Small Disadvantaged Business concerns: **\$27.6M**. This dollar amount is included in the amount shown under 4(a) above as a subset.
 - c) Total dollars planned to be subcontracted exclusively to Women-Owned Small Business concerns: **\$11.2M**. This dollar amount is included in the amount shown, under 4(a) above, as a subset.
 - d) Total dollars planned to be subcontracted to Veteran-Owned Small Business concerns: \$0.
 - e) Total dollars planned to be subcontracted to Service-Disabled Veteran-Owned Small Business concerns: \$0.
 - f) Total dollars planned to be subcontracted to HUBZone Small Business concerns: \$0.

	Total Dollars	% of CV	% of Subcontracted Dollars
Contract Value (CV)	\$149,478,000		
Total Subcontracted Dollars	\$82,520,000		
Small business spending	\$53,812,000	36%	65%
Small Disadvantaged	\$27,653,000	18.5%	33.5%
Woman owned (WO)	\$11,210,000	7.5%	13.6%
Veteran-Owned	\$0	0%	0%
Service-Disabled Veteran-Owned	\$0	0%	0%
HUBZone	\$0	0%	0%

- 5) The following services and products are subcontracted under this Contract:

- a. The following services/products are subcontracted via teaming agreements to small businesses. The Function or Contract Requirement and small business classification(s) are set forth below:

Function/Contract Requirement	Small Business Classification
Propellant Services	SB
Component cleaning and refurbishment of laboratories	WOSB
Managing and administering occupational health programs	SB
Administrative services and information technology support	SDB
Emergency Management	SDB
Computer and engineering services	SDB
Facilities maintenance and vehicle services	SDB

- b. The following other direct cost categories are contemplated to be subcontracted to Small Businesses.

OTHER DIRECT COSTS

<u>SOW</u>	<u>ODC ITEM</u>	<u>DESCRIPTION</u>	<u>METHOD OF SELECTION</u>
Various	Supplies & Materials	Supplies and materials required to support all functions, including stock items, non-stock items, government furniture, stock replenishment, and procured bulk chemicals. Also includes charges for off-the-shelf software purchases and licenses of \$25,000 or less.	<\$25K set-asides to Small Business competition. >\$25K open competition.
Various	Facilities Projects	Facility projects for maintenance, repair, rehabilitation and modification of existing facilities, including energy management and conservation, environmental management, maintenance and restoration facilities. Also included are modifications and alterations to contractor systems equipment and facilities, and the fabrication and provision of other services that are within the contractor's capabilities to support requirements of other elements.	<\$3M set-asides to Small Business competition. >\$3M open competition.
Various	Lease/Maint. Misc.		<\$25K set-asides to Small Business competition. >\$25K open competition.
	Subcontracts		
Various	Equipment Acquisition		<\$25K set-asides to Small Business competition. >\$25K open competition.

6) All procurements less than \$25K will be small business set-asides. Construction/re-manufacturing work less than \$3 million will be set-aside for small businesses.

b. As a further breakout to the above, the following products and services are set forth by historical subcontract type:

<u>Products/Services</u>	<u>Subcontract Type</u>
++ Construction Services	FFP
++ Various Vendor Purchases, e.g.:	FFP/BPA
++ Commodities	FFP/BPA

- Electrical Components
- Construction Materials
- Reproduction Equipment and Supplies
- General Hardware
- Computer Maintenance
- Computer Hardware/Software and Supplies
- General Office Supplies
- Safety and Laboratory Supplies

	<ul style="list-style-type: none"> • Automotive and Heavy Equipment Supplies • Specialty Gases • Security and Fire Equipment • Cafeteria Supplies • Janitorial Supplies 	
++	Various Lease/Rentals	FFP
++	Various Maintenance and Service Agreements	FFP/BPA
+++	OEM Mainframe Peripherals and/or Proprietary Software Licenses/Agreements	FFP/BPA
+++	Various GSA/Depot Commodities and Services	FFP
+++	Various Hazardous Waste Disposal Requirements	FFP
+++	Various Heavy/Specialized Equipment OEM Direct Purchases	FFP

LEGEND

- + Indicates Subcontracts in Place -- No further Opportunities (Requirements Complete).
- ++ Indicates Some Subcontracts are in Place and Additional Requirements are Expected and yet Undefined.
- +++ Indicates Some Subcontracts in Place with Large Businesses, and Additional Requirements are Expected and yet Undefined.

6) The following will be used in developing subcontracting goals:

- a. Historical data - i.e., what products and services we have obtained from Small, Small Disadvantaged, or Women-Owned Small Business etc.
- b. Trade-off analysis for budgetary considerations and estimated Contract value projections to ensure Small, Small Disadvantaged and Women-Owned Small Business requirements are met or exceeded.
- c. Particular attention will be focused on the needs of SGS as it relates to the overall small, small disadvantaged, and women-owned small business goal accomplishments.

7) What source lists will be used and what organizations will be contacted to obtain Small Business, Small Disadvantaged, and Women-Owned Business sources:

- a. SBA's - Procurement Marketing & Access Network (PRO-NET)

- b. SGS - Minority Supplier List, which contains a compilation of vendors from SGS bid lists, Florida Minority Business Directory, PRO-NET, and 8.a. approved lists published by the SBA Regional/District Office.
- c. Directories published by other companies and Government agencies.
- d. Contact with Regional Minority Purchasing Councils.
- e. SGS's Central Industry Assistance Officer.
- f. GSA/DLA Listings
- g. National Industries of the Blind
- h. National Industries for the Severely Handicapped
- i. SGS's indirect and overhead costs have not been included in the goals specified in 1 and 2.

8) The following individual will oversee the SGS Subcontracting Program:

Name: Vicki Lockard
Title: Director, Contracts
Address: P.O. Box 21237, SGS 310
Kennedy Space Center, FL 32815-0237
Telephone: 321-853-9280

This individual's specific duties, as they relate to the SGS Subcontracting Plan, are to review, monitor, and provide executive guidance, including but not limited to:

Assigning a Small Business Liaison Officer (SBLO)/Industry Assistance Officer, to advise Small Business of pending procurement actions and to provide liaison activities between SGS's Technical representatives, Industry Assistance Officer, SGS's Contracts and Procurement Administrators, management, and the business community.

Ms. Cindi Minter is delegated as the Small Business Liaison Officer (SBLO). Her duties, responsibilities, mailing address and telephone numbers are set forth below:

Name: Cindi Minter
Title: Small Business Liaison Officer
Address: P. O. Box 21237, SGS 320
Kennedy Space Center, FL 32815-0237
Telephone: 321-476-3669
Fax: 321-853-5528

Duties:

- (a) Obtaining Small, Small Disadvantaged, and Small/ Women-Owned Business sources from all applicable agencies, such as SBA.
- (b) Ensuring inclusion of Small Business, Small Disadvantaged Business, and Women-Owned Small Business firms in all solicitations, where appropriate.

- (c) Attending or arranging for attendance at business opportunity workshops, minority enterprise seminars, trade fairs.
 - (d) Conducting or arranging motivational training for contracts/procurement personnel.
 - (e) Monitoring attainment of proposed goals/requirements.
 - (f) Reviewing solicitations to remove statements, clauses, etc., that may tend to prohibit Small, Small Disadvantaged, and Women-Owned Small Business participation, where appropriate.
 - (g) Maintaining records of Small, Small Disadvantaged, and Women-Owned Small Businesses.
 - (h) Assisting in developing subtier subcontract plans.
 - (i) Acting as liaison to SBA.
 - (j) Coordinating efforts to meet procurement goals/requirements.
- 9) The following minimum efforts will be taken to ensure that Small, Small Disadvantaged, and Women-Owned Small businesses have an equitable opportunity to compete for subcontracts and Purchase Orders:

Outreach efforts will be made, as follows:

- a. Contact with minority and small business trade associations.
- b. Contact with business development organizations.
- c. Attendance at small and minority business procurement conferences and trade fairs.
- d. Visits to supplier plants and correspondence with suppliers to establish qualifications of suppliers.
- e. Working with other on-site prime contractors and to assist (when possible) in coordinating: Small Business workshops or conferences, the purpose of which is to provide insight on how small businesses can become Team Members.

The following internal efforts will be made to guide and encourage SGS contract administrators and procurement personnel:

- a) Workshops, seminars, and training programs will be conducted.
- b) Activities of individual administrators will be monitored to evaluate compliance with this Subcontracting Plan and Small Business requirements.
- c) Small, Small Disadvantaged, and Women-Owned Small Business source lists, guides, and other identifying Small Business suppliers will be maintained and used by administrators in soliciting subcontracts.

- d) All procurements under \$25,000 are reserved exclusively for Small Businesses except when there is no reasonable expectation that offers will be received--from two or more small businesses, which are competitive as to price, delivery, or quality.
 - e) All fixed-price construction contracts between \$2,000 and \$3,000,000 are set-asides for small business.
 - f) Small business set-asides are encouraged when the dollar amount exceeds the amount specified above.
 - g) Women-Owned Small Business set-asides will be used when there is a reasonable chance that two or more Women-Owned Small firms possess the required qualifications to compete.
- 11) SGS agrees that the clause entitled "Utilization of Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" will be included in all subcontracting opportunities, and any subcontract, except Small Business Concerns who receive a subcontract in excess of \$500,000 (\$1,000,000 for construction) will be required to adopt and comply with a Subcontracting Plan similar to this one. Percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential Small, Small Disadvantaged, and Women-Owned Small subcontractors, and prior experience. Once approved and implemented, plans will be monitored through submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and Subcontracting Program progress.
- 12) SGS agrees to submit such periodic reports and to cooperate in studies or surveys as may be required by Government or the Small Business Administration in order to determine the extent of compliance with the Subcontracting Plan.
- 13) In addition, SGS agrees that it will submit to the Contracting Officer the contract data requirement documents in accordance with the terms and condition(s) of this contract. Reports will be coordinated/structured to allow for optimum efficiency in reporting. SGS will satisfy all additional requirements for reports, such as advise-o-grams, special studies, one-time requests, and other documentation within funding limitations or budgetary constraints and as approved by the Contracting Officer.
- 14) SGS agrees that it will maintain at least the following types of records to document compliance with the Subcontracting Plan:
- a) Contract Data Deliverables Documents as required under the terms and conditions of the J-BOSC Contract.
 - b) Small, Small Disadvantaged Business, and Women-Owned Small source lists, guides, and other data identifying Small Business, Small Disadvantaged Business, and Women-Owned Small Business vendors.
 - c) Organizations contracted for Small/Small Disadvantaged and Women-Owned Small Business sources.

- d) Records to support outreach efforts, i.e., contacts with Minority and Small Business Trade Associations, attendance at Small and Minority Business procurement conferences and trade fairs, and visits to supplier plants.
- e) On a subcontract-by-subcontract basis, records to support award data submitted to the Government, to include subcontractor's name, address, and business size.
- f) To submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts and/or SF-295, Summary Subcontract Report, in accordance with instructions on the form.
- g) To require all subcontractors to submit SF-294 and SF-295, if applicable.
- h) To ensure Small, Small Disadvantaged and Women-Owned Small Businesses are considered in all "make or buy" decisions and to establish a program whereby periodic training is conducted with technical personnel and employees preparing requisitioning documentation.
- i) To submit other data and information as requested by the Contracting Officer or contained within supplements to the data requirements listing of this contract.

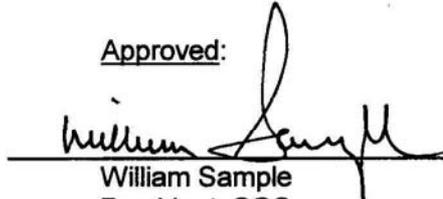
Concurrence:



Victoria Lockard
Director, SGS Contracts

Date: 10/14/05

Approved:



William Sample
President, SGS

Date: 10/14/05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. 328		3. EFFECTIVE DATE See Block 16C		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) RECEIVED SGS CONTRACTS 05 DEC -8 PM 1:20			

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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alt II (APR 1984)
<input type="checkbox"/>	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 modification increases the contract estimated cost and fee to support increased NDE Radiography. The period of performance is from October 1, 2005 through September 30, 2008. The contract estimated cost and fee is increased by \$ 409,073 (cost) and \$ 32,724 (fee) for a total increase of \$ 441,797. *

This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, as shown on attached pages. Also incorporated is revised Workload Indicator WBS 3.2.3 , (Attachment J-12), 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.

* The contractor shall credit a future award fee voucher to reflect the above increase 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) Lester S. Howard Contracting Officer	
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 14 Dec 05		16C. DATE SIGNED 14 Dec 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 326			
10/01/98-09/30/00	\$396,406,378	\$23,183,402	419,589,780
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	\$405,606,378	\$23,183,402	428,789,780
(10/01/00-09/30/01)	\$215,635,118	\$13,048,274	228,683,392
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	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$234,055,207	\$14,045,933	248,101,140
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	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,155,367	\$15,285,478	262,440,845
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,581,838	\$15,285,478	284,867,316
TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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	\$266,076,566	\$15,307,320	281,383,886
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	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 325			
OPTION 1B			
(10/01/04-09/30/05)	\$291,776,025	\$17,987,354	309,763,379
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	\$317,671,970	\$17,987,354	335,659,324
(10/01/05-09/30/06)	\$261,648,043	\$17,165,542	278,813,585
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 328	\$148,728	\$11,896	160,624
Total FY06	\$290,898,425	\$17,177,438	308,075,863
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	\$614,102,550	\$35,607,364	649,709,914
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,047,484,546	\$116,689,220	2,164,173,766
*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)	\$266,310,305	\$17,453,647	283,763,952
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 328	\$127,085	\$10,168	137,253
Total FY07	\$298,304,660	\$17,463,815	315,768,475
(10/01/07-9/30/08)	\$273,299,553	\$17,902,522	291,202,075
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 328	\$133,260	\$10,660	143,920
Total FY08	\$306,881,650	\$17,913,182	324,794,832

	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	\$612,572,741	\$35,967,912	648,540,653
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,660,057,287	\$152,657,132	2,812,714,419
*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 326	Total Award Fee For Mod 328	Adjusted Available Award Fee	Earned Award Fee Mod 326	Earned Award Fee Mod 328	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,132,255		\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,840,776		\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,830,934		\$7,830,934	\$6,730,849		\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,479,523		\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,755,525		\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,292,749		\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,332,324		\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,713,609		\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,113,235		\$8,113,235	\$7,596,008		\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,433		\$8,120,433	\$7,689,468		\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$9,869,051		\$9,869,051	\$9,167,265		\$9,167,265	93%Mod 283
04/01/05	09/30/05	\$9,947,220		\$9,947,220	\$9,037,889		\$9,037,889	91%Mod325
10/01/05	03/31/06	\$8,727,700	\$5,948	\$8,733,648				
04/01/06	09/30/06	\$8,662,615	\$5,948	\$8,668,563				
BASIC SUBTOTAL		\$127,782,183	\$11,896	\$127,794,079			\$116,689,220	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,718,009	\$5,084	\$8,723,093				
04/01/07	09/30/07	\$8,736,640	\$5,084	\$8,741,724				
10/01/07	03/31/08	\$8,940,574	\$5,330	\$8,945,904				
04/01/08	09/30/08	\$8,960,948	\$5,330	\$8,966,278				
OPTION SUBTOTAL		\$35,356,171	\$20,828	\$35,376,999				
GRAND TOTAL		\$163,138,354	\$32,724	\$163,171,078				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
TOTAL	\$2,164,173,766	\$1,767,893,221	\$142,448,920	\$1,910,342,141		

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-12

WORKLOAD INDICATORS

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
3.2.3	Laboratories	<ul style="list-style-type: none"> • 15 to 20% of all NDE tasks are performed in the laboratory. • 80 to 85% of all NDE tasks are performed in the field. • 1 NDE work order is equivalent to approximately 8 labor hours. • 3010 total NDE work orders including (KSC/45 SW): (Mod 328) <ul style="list-style-type: none"> ○ Computed Tomography - 85/0. ○ Eddy Current testing - 25/5. ○ Infrared testing - 230/5. ○ Leak testing - 75/25. ○ Micro-focus - 5/0. ○ Magnetic Particle - 90/520. ○ Liquid Penetrant testing - 55/120. ○ Radiographic testing - 1225/160. ○ Ultrasonic testing - 55/80. ○ Visual testing - 190/60. • Engineering - 510/180 Other NASA centers/government agencies on-site NDE work orders - 5 projects (not exceeding 40 hours per project). 	MOD 250	
3.2.3	Laboratories	<p>Approximately 15,000 sampling work orders, including:</p> <ul style="list-style-type: none"> • 60% hazardous commodity sampling • 40% operational commodity sampling <p>4,500 analysis work orders, including: (Mod 250)</p> <ul style="list-style-type: none"> • 425 TCLP analyses • 375 environmental and waste analyses • 750 permeability & compatibility studies 		
3.2.3	Laboratories	○		

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
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. 329	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)	

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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds

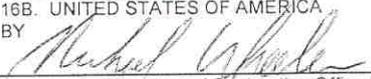
E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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 \$10,111,826. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 3 January 2006.

This change revises Article G-2, as shown on the attached page.

DUPLICATE ORIGINAL

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 	16C. DATE SIGNED 11/21/2005
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	(\$2,249,735)					
329		\$9,362,802	\$749,024.00	\$10,111,826.00	1/3/2006	
TOTAL	\$2,161,763,407	\$1,777,256,023	\$143,197,944	\$1,920,453,967		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 1

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

6. ISSUED BY CODE OPOS 7. ADMINISTERED BY (If other than Item 6) RECEIVED
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899
SGS CONTRACTS
05 DEC 19 AM 10:42

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) 9A. AMENDMENT OF SOLICITATION NO.
Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430
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, [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.)

This modification increases the contract estimated cost and fee to Maintain Lifting Devices at NOTU. The period of performance is from December 1, 2005 through September 30, 2008. The contract estimated cost and fee is increased by \$ 344,062 (cost) and \$ 27,524 (fee) for a total increase of \$ 371,586.

This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, as shown on attached pages. Also incorporated is revised Statement of Work Language for WBS 2.2.1.17, and OMEU Matrix updated exhibit, 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.

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

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
Victoria Lockard 20 Dec 05 (Signature of person authorized to sign) (Signature of Contracting Officer) 1-9-06

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 326			
10/01/98-09/30/00	\$396,406,378	\$23,183,402	419,589,780
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	\$405,606,378	\$23,183,402	428,789,780
(10/01/00-09/30/01)	\$215,635,118	\$13,048,274	228,683,392
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	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$234,055,207	\$14,045,933	248,101,140
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	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,155,367	\$15,285,478	262,440,845
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,581,838	\$15,285,478	284,867,316
TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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	\$266,076,566	\$15,307,320	281,383,886
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	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 325			
OPTION 1B			
(10/01/04-09/30/05)	\$291,776,025	\$17,987,354	309,763,379
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 330	\$1,521	\$111	1,632
Total FY05	\$317,673,491	\$17,987,465	335,660,956
(10/01/05-09/30/06)	\$261,796,771	\$17,177,438	278,974,209
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 330	\$151,190	\$12,094	163,284
Total FY06	\$291,049,615	\$17,189,532	308,239,147
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	\$614,255,261	\$35,619,569	649,874,830
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,047,637,257	\$116,701,425	2,164,338,682
*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)	\$266,437,390	\$17,463,815	283,901,205
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 330	\$93,856	\$7,509	101,365
Total FY07	\$298,398,516	\$17,471,324	315,869,840
(10/01/07-9/30/08)	\$273,432,813	\$17,913,182	291,345,995
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 330	\$97,494	\$7,800	105,294
Total FY08	\$306,979,144	\$17,920,982	324,900,126

	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	\$612,764,091	\$35,983,221	648,747,312
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,660,401,348	\$152,684,646	2,813,085,994
*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 328	Total Award Fee For Mod 330	Adjusted Available Award Fee	Earned Award Fee Mod 328	Earned Award Fee Mod 330	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,132,255		\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,840,776		\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,830,934		\$7,830,934	\$6,730,849		\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,479,523		\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,755,525		\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,292,749		\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,332,324		\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,713,609		\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,113,235		\$8,113,235	\$7,596,008		\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,433		\$8,120,433	\$7,689,468		\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$9,869,051		\$9,869,051	\$9,167,265		\$9,167,265	93%Mod 283
04/01/05	09/30/05	\$9,947,220	\$122	\$9,947,342	\$9,037,889	\$111	\$9,038,000	91%Mod325
10/01/05	03/31/06	\$8,733,648	\$8,390	\$8,742,038				
04/01/06	09/30/06	\$8,668,563	\$3,704	\$8,672,267				
BASIC SUBTOTAL		\$127,794,079	\$12,216	\$127,806,295			\$116,701,425	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,723,093	\$3,986	\$8,727,079				
04/01/07	09/30/07	\$8,741,724	\$3,523	\$8,745,247				
10/01/07	03/31/08	\$8,945,904	\$4,138	\$8,950,042				
04/01/08	09/30/08	\$8,966,278	\$3,661	\$8,969,939				
OPTION SUBTOTAL		\$35,376,999	\$15,308	\$35,392,307				
GRAND TOTAL		\$163,171,078	\$27,524	\$163,198,602				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024.00	\$10,111,826.00	1/3/2006	
330	\$164,916					
TOTAL	\$2,164,338,682	\$1,777,256,023	\$143,197,944	\$1,920,453,967		

2.2.1.17 Support to Vessels. The contractor shall provide support to home-ported and transient vessels at the Trident Poseidon Wharfs and the Army Outport on CCAFS. This support includes electrical and water waste connections and dockside services for arriving/departing vessels. The contractor shall also provide minor ship repairs, as directed. These actions include minor electrical, metal or carpentry work not associated with vessel structural integrity or seaworthiness.

The contractor shall provide management, certification, operation, and maintenance of assigned dockside portal fixed, and portable cranes in support of CCAFS Naval operations, in accordance with NAVFAC P-307. Additionally, hazardous waste shall be received from ships and processed for disposal.

The contractor shall provide an OSHA-compliant oil spill recovery team and maintain all oil spill recovery equipment, to include booms, buoys, anchors, deployment boats, and absorption materials, to ensure availability on immediate notice.

Facility Condition Assessments of NOTU FSEU shall be conducted in accordance with NAVFAC MO-322, Volume 1. Supporting documentation for the preparation of the annual NOTU FSEU O&M budget shall be prepared in accordance with OPNAVINST 11010.34.

OMEU Excerpt of Mobile Cranes

Sub	System	O	M	EN	US	Remarks
KR	CRANE, MOBILE, 250 TON LINK BELT-HC 268	L	L	USA	L	HE202-017
KR	PLATFORM, AERIAL, WORK, CONDOR 86	L	L	USA	L	907-239. HE907-287 EXCEEDED PER K17310/CCBD 430011. A26-059
KR	PLATFORM, AERIAL, WORK, CONDOR 86	L	L	USA	L	907-239. HE907-287 EXCEEDED PER K17310/CCBD 430011. A26-059
KR	CRANE, MOBILE, 8.5-TON BRODERSON	L	L	USA	L	MODEL # IC-8011B HE202-015
KR	CRANE, MOBILE, 140 TON MANITOWOC 3900T	E	E	SGS	E	MODEL 3900T, HE 202-011. CRITICAL PER SAA05MH43-001. FLIGHT HARDWARE
KR	CRANE, SSME LRU HANDLING	F	F	USA	F	E-K14735-G. WORKS WITH H70-0528.
KR	TRUCK, SELFPOWERED HI-RANGER	E	E	SGS	E	
KR	CRANE, MOBILE, 30 TON ROUGH TERRAIN	L	L	USA	L	MFG: DROTT MC2500.
KR	CRANE, MOBILE, 22-TON LINKBELT	E	E	SGS	E	WPCN 902352, SAA05MH251-001
KR	PLATFORM, AERIAL, JLG 100'	L	L	USA	L	MFG NUMBER 100SX, SERIAL 0300055865 (HE907423), 0300055965 (HE907425).
KR	CRANE, MOBILE, 250 TON LINK BELT-HC 268	L	L	USA	L	HE202-017
KR	CRANE, MOBILE, 130 TON HYDRAULIC, TADANO	L	L	USA	L	PROCURED BY THE GROUND SYSTEM SURVIVABILITY PLAN FY 2000. REQ K16785/CCBD 65437.
KR	PLATFORM, SELF-PROPELLED AERIAL WORK	L	L	USA	L	USED BY PAINTERS. MODEL 120SXJ CAPACITY 500 LBS., 120' REACH.
KR	CRANE, MOBILE, 25/30 TON CAPACITY			VLS		
KR	CRANE, MOBILE, 25/30 TON CAPACITY			VLS		
KR	CRANE, FLOOR, MOBILE			VLS		
KR	TRUCK, PLATFORM, WORK, CONDOR 170S	L	L	USA	L	907-241, 907-417. A26-059
KR	MANLIFT, GENERAL PURPOSE	L	L	USA	L	MODEL 068001-001, PLATFORM HEIGHT 25'.
KR	PLATFORM, AERIAL, WORK, GROVE 86	L	L	USA	L	HE 907-345.
KR	CRANE, MOBILE, 300 TON	L	L	USA	L	TRANSFERRED FROM VLS. MODEL P&H 6250-TC,S/N 51507, HE202-025.
KR	CRANE, MOBILE, 40 TON LINK BELT	L	L	USA	L	HE202-019.
KR	PLATFORM, AERIAL, JLG SCISSORS 20'	L	L	USA	L	907-427.
KR	CRANE, MOBILE, 35 TON ROUGH TERRAIN	X	X	NASA	X	DIESEL, TEREX. ADDED PER MAR #F0109, STORED AT M6-0587.
KR	CRANE, MOBILE 65-TON P&H	E	E	SGS	E	HE202-036 SAA05PM05-003
KR	CRANE, MOBILE, 110 TON GANTRY	E	E	SGS	G	SERIAL NUMBER: ST147570
KR	CRANE, MOBILE, 6 TON GROVE CARRY DECK	E	E	SGS	G	SERIAL NUMBER: 12-03080
KR	MANLIFT, GENERAL PURPOSE	E	E	SGS	G	Will be funded as a type 3c (separate action)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 1

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

331

See Block 16C

RECEIVED

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

SGS CONTRACTS

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

06 MAR 27 PM 12:47

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, [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.)

This modification increases the contract estimated cost and fee for increased Supervision, Inspection and Engineering Services required to support an increase in NASA Construction of Facilities projects for FY06 through FY08. The period of performance is from September 15, 2005 through September 30, 2008. The contract estimated cost and fee is increased by \$ 3,315,882 (cost) and \$ 265,270 (fee) for a total increase of \$ 3,581,152.

This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, as shown on attached pages. Also incorporated is revised Workload Indicator WBS 2.1.3 and Technical Exhibit 2.1.3-0001 (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.

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

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

Joseph P. Kohlbbrand; Deputy Director Contracts

Bryce D. Collins
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

3-27-06

(Signature of Contracting Officer)

3/27/06

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 326			
10/01/98-09/30/00	\$396,406,378	\$23,183,402	419,589,780
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	\$405,606,378	\$23,183,402	428,789,780
(10/01/00-09/30/01)	\$215,635,118	\$13,048,274	228,683,392
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	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$234,055,207	\$14,045,933	248,101,140
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	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,155,367	\$15,285,478	262,440,845
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,581,838	\$15,285,478	284,867,316
TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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	\$266,076,566	\$15,307,320	281,383,886
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	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 325			
OPTION 1B			
(10/01/04-09/30/05)	\$291,777,546	\$17,987,465	309,765,011
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	\$317,673,491	\$17,987,465	335,660,956
(10/01/05-09/30/06)	\$261,947,961	\$17,189,532	279,137,493
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 331	\$1,374,995	\$110,002	1,484,997
Total FY06	\$292,424,610	\$17,299,534	309,724,144
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	\$615,630,256	\$35,729,571	651,359,827
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,049,012,252	\$116,811,427	2,165,823,679
*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)	\$266,531,246	\$17,471,324	284,002,570
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 331	\$1,040,581	\$83,243	1,123,824
Total FY07	\$299,439,097	\$17,554,567	316,993,664
(10/01/07-9/30/08)	\$273,530,307	\$17,920,982	291,451,289
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 331	\$900,306	\$72,025	972,331
Total FY08	\$307,879,450	\$17,993,007	325,872,457

	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	\$614,704,978	\$36,138,489	650,843,467
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,663,717,230	\$152,949,916	2,816,667,146
*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 330	Total Award Fee For Mod 331	Adjusted Available Award Fee	Earned Award Fee Mod 330	Earned Award Fee Mod 331	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,132,255		\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,840,776		\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,830,934		\$7,830,934	\$6,730,849		\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,479,523		\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,755,525		\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,292,749		\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,332,324		\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,713,609		\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,113,235		\$8,113,235	\$7,596,008		\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,433		\$8,120,433	\$7,689,468		\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$9,869,051		\$9,869,051	\$9,167,265		\$9,167,265	93%Mod 283
04/01/05	09/30/05	\$9,947,342		\$9,947,342	\$9,038,000		\$9,038,000	91%Mod325
10/01/05	03/31/06	\$8,742,038	\$44,596	\$8,786,634				
04/01/06	09/30/06	\$8,672,267	\$65,406	\$8,737,673				
BASIC SUBTOTAL		\$127,806,295	\$110,002	\$127,916,297			\$116,811,427	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,727,079	\$41,194	\$8,768,273				
04/01/07	09/30/07	\$8,745,247	\$42,049	\$8,787,296				
10/01/07	03/31/08	\$8,950,042	\$35,970	\$8,986,012				
04/01/08	09/30/08	\$8,969,939	\$36,055	\$9,005,994				
OPTION SUBTOTAL		\$35,392,307	\$155,268	\$35,547,575				
GRAND TOTAL		\$163,198,602	\$265,270	\$163,463,872				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024.00	\$10,111,826.00	1/3/2006	
330	\$164,916					
331	\$1,484,997					
TOTAL	\$2,165,823,679	\$1,777,256,023	\$143,197,944	\$1,920,453,967		

+

Modification (331)

KSC C of F PROJECT BASELINE

WBS 2.1.3

CONTRACT PERIOD:	FY:	VALUE:
Contract Year 1	FY 99	\$ 17,400,000
Contract Year 2	FY 00	\$ 21,000,000
Contract Year 3	FY 01	\$ 20,000,000
Contract Year 4	FY 02	\$ 17,400,000
Contract Year 5	FY 03	\$ 31,500,000
BASIC Sub-total:		\$ 107,300,000
Contract Year 6	FY 04	\$ 36,700,000
Contract Year 7	FY 05	\$ 25,300,000
Contract Year 8	FY 06	\$ 48,285,000
Contract Year 9	FY 07	\$18,119,000
Contract Year 10	FY 08	\$24,008,000
OPTION Sub-total:		\$152,412,000
TOTAL:		\$259,712,000

NOTES:

- 1. The original annual baseline established in the workload data of the request for proposal was \$17,400,000.**
- 2. This C of F baseline applies to J-BOSC services for construction management, project management, design engineering, maintenance engineering, and fire prevention services**
- 3. The support is for projects that are being implemented through the NASA/KSC Procurement Office. It does not include support for projects outsourced to J-BOSC or other support contractors.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">332</p>	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	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. <p style="text-align: center;">NAS10-99001</p>
	10B. DATED (SEE ITEM 13) <p style="text-align: center;">August 21, 1998</p>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is 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.

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)
<p style="text-align: center;">Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds</p> |

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 \$43,483,750. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 15 February 2006.

This change revises Article G-2, as shown on the attached page.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <p style="text-align: center;">MARLO F. KRISBERG CONTRACTING OFFICER</p>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: 	16C. DATE SIGNED <p style="text-align: center;">12/21/2005</p>
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024	\$10,111,826.00	1/3/2006	
332		\$40,262,731	\$3,221,019	\$43,483,750.00		
TOTAL	\$2,164,173,766	\$1,817,518,754	\$146,418,963	\$1,963,937,717		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT NO. CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 333		3. EFFECTIVE DATE See Block 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) 06 JAN -4 AM 9:29	
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.	
ORIGINAL				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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties					
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.)					
<p>The purpose of this modification is to incorporate the following administrative no-cost changes as shown below and reflected on the attachments:</p> <ol style="list-style-type: none"> 1) Revise Technical Exhibit 3.1.2-03 (Security Posture Table) title as reads "J3" to read "J5". KSC Security, Gate 2, is also corrected to read 2/24/6 from 2/24/7. 2) Change the revision date for Technical Exhibit 5.5-827, updated under Mod 293, from Dec 2003 to April 2005. 3) Update Section J-5, Technical Exhibit Listing, to reflect the above revision date changes. 4) Revise Mod 306 language from, "Adjustment to contract value, including fee, will be accomplished "bi-annually..." to "Adjustment to contract value, including fee, will be accomplished semi-annually..." 					
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 Victoria G. Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 20 Jan 06		16B. UNITED STATES OF AMERICA BY Ernest G. Tweedie (Signature of Contracting Officer)	
				16C. DATE SIGNED 24 JAN 06	

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.

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 3	2/24/7
Gate 2	2/24/4 2/18/1
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
CCAFS E-25 FSA #1	1/16/5
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

Air Force (CCAFS Security)	
Description	Requirement
Installation Patrols (2)	2/24/7
Vehicle Inspection Response Force	1/24/7
South Cape Response Force #1	2/24/7
Central Cape Response Force	2/24/7
XY Internal Response Force	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
Area 59 (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

Air Force	
ITL SRT (2)	2/24/7
SMAB Internal Response Force	1/24/7

ROCC - JON 57426000 Air Force	
Description	Requirement
ROCC Internal Response Force	2/24/7

EELV – Air Force	
Delta IV, (SLC 37)	2/24/7
Atlas V, VIF (SLC 41)	2/24/7

Titan – JON 82000000 (Deleted Mod 308)

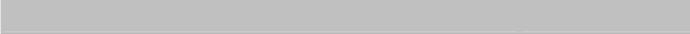
Titan – JON 81000000 (Deleted Mod 308)

Delta - JON 71000000	
Description	Requirement
SLC 17 Internal Response Force	2/24/7

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
Armorers & Supply Asst	13/8/5
Badging & Supv	23/8/5



J-BOSC TECHNICAL EXHIBIT 5.5-827

1. Road Right-of-Ways. All road right-of-ways are considered semi-improved "A" grounds except for areas designated as improved grounds. Mow to the tree line on all roads. Fertilize only the road right-of-way which extends 15 feet from the side of the pavement as necessary to maintain a lush appearance and to prevent erosion.
2. Ditches. All ditches are considered semi-improved "B" grounds. For canals (those having permanently standing water) the Contractor is responsible for maintaining access trails. For AF only all canal cleaning (with heavy equipment and herbiciding) shall be accomplished by type 3C work orders or a CCR.
3. Power Line Right-of-Ways. All power line right-of-ways are considered semi-improved "B" grounds. Overhead lines shall be maintained with a 30' right-of-way and underground lines will have a 15' right-of-way. The Florida Power and Light (FPL) main transmission line right-of-way is maintained by FPL.
4. Samuel C. Phillips Parkway. Samuel C. Phillips Parkway (from the main gate to the industrial area) is considered to be semi-improved "A" grounds. The exception being, the grass in these areas shall be maintained to a uniform height between 4 and 8 inches (height not to exceed 8" vs 15") and random debris shall be removed three times per week (including into the brushline).
5. Skid Strip Overruns and Distance Markers. The Skid Strip overruns and the Skid Strip distance markers are considered to be semi-improved "A" grounds. The exception being, the grass in these areas shall be maintained to a uniform height between 4 and 8 inches (height not to exceed 8" versus 15"). NOTE: Special attention must be given to the Skid Strip distance markers (lights) to ensure they remain fully visibility at all times.
6. Fire and Security Breaks. All Fire/Security breaks (some areas also serve as camera site lines), as shown in Technical Exhibit 5.5-826 and T.E 7.0-016, are to be maintained as semi-improved "B" grounds. Trees, bushes, and shrubs too large to be cut with mowers shall be brought to the attention of the government for action by 3C type work or a CCR.
7. Jogging Trail and PAR Course. The jogging trail and PAR course are to be maintained as improved grounds. In addition, the following specifications apply:
 - a) The jogging trail is considered improved grounds and where practical, grass shall cover the trail to a minimum width of 4-feet on each side of the center line with no soft spots. The PAR course is intended to be soft and the Contractor shall remove vegetation and roots.
 - b) Both the PAR course and the jogging trail shall be cut back to a width of four to six feet on each side of the trail Center line, and to a height of 10-feet. Both shall be inspected monthly for erosion, and divots that could affect running conditions. Repairs shall be made within 5 working days to prevent unsafe running conditions. In addition, all trail signs shall be inspected for legibility, color, condition, attachment, and sign posts shall be checked for vertical position and secure entrenchment. Report all defects to the government.

8. Fence Lines. A clear zone shall be maintained 30' each side of fence in improved and semi-improved "A" grounds. Mow grass to within twelve inches of fence lines, use weedeaters to fenceline.
9. AF Gravesites. Gravesites shall be maintained as semi-improved "A" grounds.
10. AF Softball Field. The softball field (industrial area) is considered improved grounds. It is sodded with Bermuda grass and shall be cut to a height between .5 and 1.5 inches using freshly sharpened mower blades. The Contractor shall maintain the clay areas to original condition.
11. Camera Roads. Grass growth adjacent to camera roads shall be maintained as semi-improved "B". The camera pads shall be mowed when required for use on test support.
12. "The contractor shall maintain existing "cleared" Lines of Sight (LOS), fence lines and utility corridors in conformance with Technical Exhibit 5.5-827. Contractor is expected to maintain approximately 250 acres of LOS and 450 acres of utility corridors under this contract. LOS includes Range, Public Affairs (VIP/press site views and navigational Aid Range Markers. The contractor shall also provide initial clearing of LOS, fence lines and utility corridors as Type 3C projects."
(Mod 293)

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
.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
2.2.1.1	J-BOSC Tech Exhibit 2.2-017	05/05	On Line Operation Maintenance Engineering User Matrix (OMEU)	286
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/05	Type III Work Orders	281
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 2.2.2.3A	12/04	Florida Annexes Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3B	12/04	CCAFS Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3C	12/04	KSC Refuse Collection Sites and Frequencies	269
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	06/05	KSC Grounds Maintenance	290
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	04/05	CCAFS Specific Grounds Maintenance Requirements	293
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	08/05	Custodial Services	303
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
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	01/06	Baseline Realignment Security Posture Table FY04-08	333

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 306		3. EFFECTIVE DATE See Block 16C		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							
<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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) <i>Mutual Agreement of the Parties</i>							
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.)							
<p>The purpose of this modification is to add Paragraph 1.1.3.1, PAFB In-Scope Service Requirements, to the contract, Section J, Attachment J-1 (SOW), WBS 1.1.3, Flexibility, as a no cost change per mutual agreement of the parties. The contractor shall respond to service requirements, upon contracting officer direction, contained within the general scope of the contract (not specifically identified) at PAFB on a non-interference reimbursable basis. Adjustment to contract value, including fee, will be accomplished semi-annually for PAFB work via contract modification within 30 days of the end of the applicable award fee period. Adjustments for this work will not be subject to the Article B-5 clause of the contract.</p> <p>All other terms and conditions remain unchanged.</p>							
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer			
15B. CONTRACTOR/OFFEROR //Signed//		15C. DATE SIGNED 14 Nov 2005		16B. UNITED STATES OF AMERICA BY //Signed//		16C. DATE SIGNED 22 Nov 2005	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

DUPLICATE ORIGINAL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">334</p>		3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>		4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 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. <p style="text-align: center;">NAS10-99001</p>		
		10B. DATED (SEE ITEM 13) <p style="text-align: center;">August 21, 1998</p>		
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) <p style="text-align: center;">See Contracting Officer for current Accounting & Appropriation Data</p>				
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) <p style="text-align: center;">Mutual Agreement of the Parties</p>				
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.)				
<p>The purpose of this modification is to incorporate the following no-cost changes as shown below and reflected on the attachments:</p> <ol style="list-style-type: none"> 1. Revise Section J, Attachment J-1 (SOW) to delete reference to KHB 1710.2, Kennedy Space Center Safety Practices Handbook and replace with KNPR 8715.3(T), KSC Safety Practices Procedural Requirements. <ul style="list-style-type: none"> • WBS 1.2, Safety and Health • WBS 1.2.1.2, Institutional Safety • WBS 1.4.3, GIDEP • WBS 2.1.2.3.1, J-BOSC Managed Pressure Vessel/Systems (PV/S) • Appendix A – Tailored Documents 2. Revise Section J, Attachment J-4, Compliance Documents, to reflect the above. 				
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 //signed// <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 6 Jun 2006	16B. UNITED STATES OF AMERICA BY //signed// <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 7 Jun 2006	

30-105
DUPLICATE ORIGINAL

1.2 SAFETY AND HEALTH

The contractor shall partner with NASA-KSC and the 45th Space Wing to maintain public safety and trust as well as the safety of the workforce. The contractor shall maintain safe operating locations and be innovative in the protection of personnel and property. The contractor shall establish, implement, and maintain a comprehensive safety and health program that meets current: Programmatic requirements, federal law, and nationally recognized consensus standards referenced within OSHA, NASA guidelines, handbooks, specifications, and standards, and is effective in the identification and mitigation of risks. The safety and health program shall be fully documented and auditable and the contractor shall support government audit and surveillance activities of contractor plans, procedures, and processes when deemed necessary by the government. Contractor internal assessments, results, and surveillance activities shall be made available and auditable by the government. The contractor shall comply with safety and health requirements set forth in EWR 127-1 Eastern and Western Range Safety Policies and Processes; **KNPR 8715.3(T), KSC Safety Practices Procedural Requirements,** and programmatic requirements. **(Mod 334)**

1.2.1.2 Institutional Safety. The contractor shall conduct safety inspections of all contractor-occupied facilities on a quarterly basis. The inspections shall be formally documented and all findings tracked to closure. Qualified safety professionals shall perform inspections at least annually.

All injuries, damage and close calls resulting from contractor activities shall be investigated and have appropriate corrective action taken. The contractor shall electronically enter all mishaps meeting the criteria for Type A through Type D mishaps as defined in **KNPR 8715.3(T), KSC Safety Practices Procedural Requirements** into the NASA mishap-reporting database. All close calls with the potential to have been Type A through Type D mishaps shall also be entered. Mishap reporting methods and timelines shall be in accordance with DRD 1.1-04, Report Anomaly. **(Mod 334)**

The contractor shall establish and implement a construction safety program to ensure that contractor and subcontractor construction operations comply with appropriate requirements and are performed in a safe manner. This program shall include weekly site safety surveillance of all active construction sites awarded by the contractor by qualified safety personnel, documentation and mitigation of all identified hazards, a process to ensure that all construction personnel have all required training and certifications, a process to coordinate with other KSC and CCAFS organizations that could be negatively impacted by the construction activity, and review of subcontractor safety plans.

The contractor shall provide safety support for the Spaceport public events and visitor programs under the contractor's control. This includes ensuring that facilities, systems, equipment, and services provided by the contractor are safe and ready for use prior to the public event, that traffic control and parking plans are adequate and do not pose any hazards to vehicles and pedestrians, and that any equipment leased, rented, or provided by the contractor from off-site locations is properly assembled and safe for use.

In the event that the contractor determines the need to vary from a government requirement, a formal request must be processed through the appropriate variance review and approval system. The contractor shall perform risk assessments for all variances requested to safety procedures and processes. The risk assessment shall be performed to a managerial level to assure the safety of personnel and equipment is not compromised, and alternate work procedures as a result of a variance shall be evaluated prior to implementation. Requests for a variance to safety requirements (where the only justification is to meet schedules or cost) will be denied.

The contractor shall continue participation in the OSHA Voluntary Protection Program (VPP) as a STAR Site.

1.4.3 GIDEP

The contractor shall participate in the Government/Industry Data Exchange Program (GIDEP) in accordance with the requirements of the GIDEP S0300-BT-PRO-010 and S0300BU-GYD-010. The contractor shall review all Failure Experience Data GIDEP ALERTS, GIDEP SAFE-ALERTS, GIDEP Agency Action Notices, and NASA Advisories to determine if they affect the contractor products produced for NASA. For GIDEP ALERTS, GIDEP SAFEALERTS, GIDEP Problem Advisories, GIDEP Agency Action Notices, and NASA Advisories that are determined to affect the program, the contractor shall take action to eliminate or mitigate any negative effect to an acceptable level. The contractor shall generate the appropriate failure experience data report(s) (GIDEP ALERT, GIDEP SAFE-ALERT, GIDEP Problem Advisory) in accordance with the requirements of GIDEP S0300-BT-PRO-010 and S0300BU-GYD-010, and **KNPR 8715.3(T), KSC Safety Practices Procedural Requirements**, whenever failed or nonconforming items, available to other buyers, are discovered during the course of the contact. **(Mod 334)**

2.1.2.3.1 J-BOSC Managed Pressure Vessel/Systems (PV/S). The contractor shall manage and implement the PV/S In-service Inspection (ISI) process in accordance with **KNPR 8715.3(T), KSC Safety Practices Procedural Requirements**, for vessels/systems as listed in Technical Exhibit 2.1.2-001. **(Mod 334)**

The contractor shall perform any required PV/S Certifications for vessels/systems, as listed in Technical Exhibit 2.1.2-001, to applicable American Society of Mechanical Engineers (ASME) pressure vessel or piping standards.

The contractor shall maintain the NASA PV/S database for J-BOSC PV/S units as listed in Technical Exhibit 2.1.2-001.

APPENDIX A – TAILORED DOCUMENTS

SOW Paragraph	Document Number or Description	Document Title	Description of Tailoring to be Performed
1.2	EWR 127-1(T) KNPR 8715.3(T)	Eastern and Western Range Safety Policies and Processes KSC Safety Practices Procedural Requirements	In tailoring these documents, SGS proposes to adopt all sections of both the Eastern and Western Range Safety Policies and Processes and the KSC Safety Practices Procedural Requirements for integration into a single SGS internal Safety Plan. Our process will be to first develop an outline consisting of similar safety requirements from both documents, supplement the outline with unique items from both documents, and then fill the outline using material from both documents. We will clearly specify agency applicability throughout the merged document. (Mod 334)
2.1.1.3	UFC 3-260-1 AFPAM 90-902	Design: Airfield and Heliport Planning and Design Operational risk management (ORM) guidelines and tools	These compliance documents are listed in Attachment J-4. The contractor is required to comply with these documents only when the government provides 3-C funding to perform the Operational Risk Management assessments.
3.1.1	NFPA 1561	Fire Department Incident Management	In tailoring this document, the Fire Department proposes to use NFPA 1561 as the basis for managing all types of emergency incidents. NFPA 1561 is the basis for the nationally accepted system for incident management.
3.1.1	NFPA 1	Fire Prevention Code	In tailoring this document the Fire Department will use this code as the basis for its fire prevention program.

APPENDIX A – TAILORED DOCUMENTS

SOW Paragraph	Document Number or Description	Document Title	Description of Tailoring to be Performed
1.2	EWR 127-1(T) KNPR 8715.3(T)	Eastern and Western Range Safety Policies and Processes KSC Safety Practices Procedural Requirements	In tailoring these documents, SGS proposes to adopt all sections of both the Eastern and Western Range Safety Policies and Processes and the KSC Safety Practices Procedural Requirements for integration into a single SGS internal Safety Plan. Our process will be to first develop an outline consisting of similar safety requirements from both documents, supplement the outline with unique items from both documents, and then fill the outline using material from both documents. We will clearly specify agency applicability throughout the merged document. (Mod 334)
1.2.1.2	KNPR 8715.3(T)	KSC Safety Practices Procedural Requirements	
1.4.3	KNPR 8715.3(T)	KSC Safety Practices Procedural Requirements	
2.1.1.3	UFC 3-260-1 AFPAM 90-902	Design: Airfield and Heliport Planning and Design Operational risk management (ORM) guidelines and tools	These compliance documents are listed in Attachment J-4. The contractor is required to comply with these documents only when the government provides 3-C funding to perform the Operational Risk Management assessments.
2.1.2.3.1	KNPR 8715.3(T)	KSC Safety Practices Procedural Requirements	

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
1.2.1.2	KNPR 8715.3(T)	10/04	KSC Safety Practices Procedural Requirements	
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)	10/04	KSC Safety Practices Procedural Requirements	Mod 334
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

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
2.1.1	NAVFAC MO-322	07/77	Inspection of Shore Facilities, Volume 1	
2.1.1.1	AFI 32-9005	09/94	Real Property Accountability and Reporting	
2.1.1.1	NPD 8800.14B	11/02	Policy for Real Property Management	
2.1.1.1	AFI 32-9001	07/94	Acquisition of Real Property	Mod 205
2.1.1.1	AFI 32-9002	11/93	Use of Real Property Facilities	Mod 205
2.1.1.1	AFI 32-9003	08/97	Granting Temporary Use of Air Force Real Property	Mod 205
2.1.1.1	AFI 32-9004	07/94	Disposal of Real Property	Mod 205
2.1.1.2	KHB 1200.1E	04/01	Facilities, Systems, and Equipment Management Handbook	Mod 205
2.1.1.2	45 SWI 32-1007	06/98	Building Space Assignment – CCAFS & FL Annexes	Mod 205
2.1.1.3	AFI 32-7062	10/97	Air Force Comprehensive Planning	Mod 205
2.1.1.3	AFPAM 90-902	12/00	Operational Risk Management (ORM) Guidelines and Tools	Mod 205
2.1.1.3	UFC 3-260-1	11/01	Design: Airfield and Heliport Planning and Designing	Mod 205
2.1.1.4	AFI 32-1021	01/03	Planning and Programming of Facility Construction Projects	Mod 205
2.1.1.4	AFI 32-1022	06/94	Planning and Programming Non-appropriated Fund Facility Construction Projects	Mod 205
2.1.1.5	PLP-MP-RP01	12/03	CCSGIS Maintenance Plan	Mod 205
2.1.1.17	OPNAVINST 11010.34	02/87	Instructions for Preparation and Submission of the Type “A” Annual Inspection Summary and Narrative Assessment	Mod 205
2.1.2.1	45 SW Facilities Excellence Plan (FEP)	04/01	45 SW Facilities Excellence Plan (FEP)	Mod 205
2.1.2.3.1	KNPR 8715.3(T)	10/04	KSC Safety Practices Procedural Requirements	Mod 334
2.1.2.3.1	FAA AC 150/5320-12C	03/97	Measurement, Construction, and Maintenance of Skid-resistant Airport Pavement Surfaces	Mod 205
2.1.2.3.2	State of Florida Statue 335.074	2003	Safety Inspections of Bridges	Mod 205
2.1.2.3.2	FAA AC 150/5380-6A	07/03	Guidelines and Procedures for Maintenance of Airport Pavements	Mod 205
2.1.2.3.4	Part 49 CFR, Chapter 1, Subchapters A,B, and C, Chapter III, Subchapters A and B	10/03	Code of Federal Regulations	Mod 205
2.1.2.4	Facility Number Report (CMDS/CID)	11/97	Facility Number Report (CMDS/CID)	Mod 205
2.1.4	AFEPPM 96-3	06/96	Air Force Energy Program Procedural Memorandum	
2.1.4.1	NPR 8570.1, Chapter 4	03/01	Energy Efficiency and Water Technology and Practices	Mod 205

2. AMENDMENT/MODIFICATION NO. 335	3. EFFECTIVE DATE see Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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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
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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.

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)
Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds |

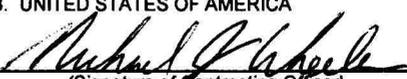
E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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 \$5,072,976. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through March 1, 2006.

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 J. Wheeler Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
(Signature of person authorized to sign)	18C. DATE SIGNED 1/26/2006

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$ 1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	\$ 3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$ 8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024	\$ 10,111,826	1/3/2006	
332		\$40,262,731	\$3,221,019	\$ 43,483,750	2/14/2006	
335		\$4,697,200	\$375,776	\$ 5,072,976	3/1/2006	
TOTAL	\$2,164,173,766	\$1,822,215,954	\$146,794,739	\$1,969,010,693		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. 336	3. EFFECTIVE DATE see Block 16C	4. REQUISITION/PURCHASE REQ. NO. NOT APPLICABLE PROJECT NO. (If applicable) SGS CONTRACTS		
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) 05 JAN 31 AM 11:22		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.		
FINANCIAL MANAGEMENT COPY		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).				
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 for an equitable adjustment to provide security support to the KSC Vehicle Assembly Building (VAB) for construction personnel to access the VAB via the VAB North gate. The performance period for this CCR is 2 February 2006 through 30 September 2008. The contract estimated cost and fee is increased by \$372,083 (cost) and \$ 29,767(fee) for a total increase of \$401,850. This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, Section J, Attachment J-5, Technical Exhibit Listing and Technical Exhibit 3.1.2-03, Baseline Realignment Security Posture, as shown on attached pages. 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) Ernest G. Tweedie Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1 Feb 06	16B. UNITED STATES OF AMERICA BY <i>Ernest G. Tweedie</i> (Signature of Contracting Officer)	16C. DATE SIGNED 1 Feb 06	

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 335			
10/01/98-09/30/00	\$396,406,378	\$23,183,402	419,589,780
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	\$405,606,378	\$23,183,402	428,789,780
(10/01/00-09/30/01)	\$215,635,118	\$13,048,274	228,683,392
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	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$234,055,207	\$14,045,933	248,101,140
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	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,155,367	\$15,285,478	262,440,845
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,581,838	\$15,285,478	284,867,316
TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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	\$266,076,566	\$15,307,320	281,383,886
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	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 335			
OPTION 1B			
(10/01/04-09/30/05)	\$291,777,546	\$17,987,465	309,765,011
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	\$317,673,491	\$17,987,465	335,660,956
(10/01/05-09/30/06)	\$263,322,956	\$17,299,534	280,622,490
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 336	\$89,395	\$7,152	96,547
Total FY06	\$292,514,005	\$17,306,686	309,820,691
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	\$615,719,651	\$35,736,723	651,456,374
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,049,101,647	\$116,818,579	2,165,920,226
*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)	\$267,571,827	\$17,554,567	285,126,394
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 336	\$138,376	\$11,070	149,446
Total FY07	\$299,577,473	\$17,565,637	317,143,110
(10/01/07-9/30/08)	\$274,430,613	\$17,993,007	292,423,620
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 336	\$144,312	\$11,545	155,857
Total FY08	\$308,023,762	\$18,004,552	326,028,314

	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	\$614,987,666	\$36,161,104	651,148,770
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,664,089,313	\$152,979,683	2,817,068,996
*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 335	Total Award Fee For Mod 336	Adjusted Available Award Fee	Earned Award Fee Mod 335	Earned Award Fee Mod 336	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,132,255		\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,840,776		\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,830,934		\$7,830,934	\$6,730,849		\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,479,523		\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,755,525		\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,292,749		\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,332,324		\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,713,609		\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,113,235		\$8,113,235	\$7,596,008		\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,433		\$8,120,433	\$7,689,468		\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$9,869,051		\$9,869,051	\$9,167,265		\$9,167,265	93%Mod 283
04/01/05	09/30/05	\$9,947,342		\$9,947,342	\$9,038,000		\$9,038,000	91%Mod325
10/01/05	03/31/06	\$8,786,634	\$1,880	\$8,788,514				
04/01/06	09/30/06	\$8,737,673	\$5,272	\$8,742,945				
BASIC SUBTOTAL		\$127,916,297	\$7,152	\$127,923,449			\$116,818,579	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,768,273	\$5,576	\$8,773,849				
04/01/07	09/30/07	\$8,787,296	\$5,494	\$8,792,790				
10/01/07	03/31/08	\$8,986,012	\$5,814	\$8,991,826				
04/01/08	09/30/08	\$9,005,994	\$5,731	\$9,011,725				
OPTION SUBTOTAL		\$35,547,575	\$22,615	\$35,570,190				
GRAND TOTAL		\$163,463,872	\$29,767	\$163,493,639				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$ 1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	\$ 3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$ 8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024	\$ 10,111,826	1/3/2006	
330	\$164,916					
331	\$1,484,997					
332		\$40,262,731	\$3,221,019	\$ 43,483,750	2/14/2006	
335		\$4,697,200	\$375,776	\$ 5,072,976	3/1/2006	
336	\$96,547					
TOTAL	\$2,165,920,226	\$1,822,215,954	\$146,794,739	\$1,969,010,693		

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
.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
2.2.1.1	J-BOSC Tech Exhibit 2.2-017	05/05	On Line Operation Maintenance Engineering User Matrix (OMEU)	286
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/05	Type III Work Orders	281
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 2.2.2.3A	12/04	Florida Annexes Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3B	12/04	CCAFS Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3C	12/04	KSC Refuse Collection Sites and Frequencies	269
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	06/05	KSC Grounds Maintenance	290
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	04/05	CCAFS Specific Grounds Maintenance Requirements	293
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	08/05	Custodial Services	303
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
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	02/06	Baseline Realignment Security Posture Table FY04-08	336

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.

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 3	2/24/7
Gate 2	2/24/4
	2/18/1
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
CCAFS E-25 FSA #1	1/16/5
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
VAB C-Gate	1/10/5

Air Force (CCAFS Security)	
Description	Requirement
Installation Patrols (2)	2/24/7
Vehicle Inspection Response Force	1/24/7
South Cape Response Force #1	2/24/7
Central Cape Response Force	2/24/7
XY Internal Response Force	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
Area 59 (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

Air Force	
ITL SRT (2)	2/24/7
SMAB Internal Response Force	1/24/7

ROCC - JON 57426000 Air Force	
Description	Requirement
ROCC Internal Response Force	2/24/7

EELV – Air Force	
Delta IV, (SLC 37)	2/24/7
Atlas V, VIF (SLC 41)	2/24/7

Titan – JON 82000000 (Deleted Mod 308)

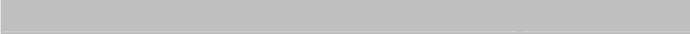
Titan – JON 81000000 (Deleted Mod 308)

Delta - JON 71000000	
Description	Requirement
SLC 17 Internal Response Force	2/24/7

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
Armorers & Supply Asst	13/8/5
Badging & Supv	23/8/5



2. AMENDMENT/MODIFICATION NO. 337 3. EFFECTIVE DATE 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

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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)
 Mutual Agreement of the Parties and Article B-13

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, CCR 05-55, is a downward adjustment for FY05, Article B-13, NASA/KSC Information Technology/Geographical Information System Application Development, in the amount of (\$2,083,088) in costs and (\$153,314)* in fee, for a total decrease of (\$2,236,402) for Option 1B.
 This change revises Article B-3, Contract Value; Article B-4, Award Fee; and Article G-2, Contract Funding, 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)
 Michael Wheeler
 Contracting Officer

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

15C. DATE SIGNED
 16 Feb 06

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

16C. DATE SIGNED
 2/17/06

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 335			
10/01/98-09/30/00	\$396,406,378	\$23,183,402	419,589,780
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	\$405,606,378	\$23,183,402	428,789,780
(10/01/00-09/30/01)	\$215,635,118	\$13,048,274	228,683,392
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	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$234,055,207	\$14,045,933	248,101,140
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	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,155,367	\$15,285,478	262,440,845
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,581,838	\$15,285,478	284,867,316
TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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	\$266,076,566	\$15,307,320	281,383,886
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	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 335			
OPTION 1B			
(10/01/04-09/30/05)	\$291,777,546	\$17,987,465	309,765,011
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 337	(\$2,083,088)	(\$153,314)	(2,236,402)
Total FY05	\$315,590,403	\$17,834,151	333,424,554
(10/01/05-09/30/06)	\$263,412,351	\$17,306,686	280,719,037
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 336			0
Total FY06	\$292,514,005	\$17,306,686	309,820,691
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	\$613,636,563	\$35,583,409	649,219,972
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,047,018,559	\$116,665,265	2,163,683,824
*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)	\$267,710,203	\$17,565,637	285,275,840
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 336			0
Total FY07	\$299,577,473	\$17,565,637	317,143,110
(10/01/07-9/30/08)	\$274,574,925	\$18,004,552	292,579,477
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 336			0
Total FY08	\$308,023,762	\$18,004,552	326,028,314

	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	\$614,987,666	\$36,161,104	651,148,770
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,662,006,225	\$152,826,369	2,814,832,594
*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 336	Total Award Fee For Mod 337	Adjusted Available Award Fee	Earned Award Fee Mod 336	Earned Award Fee Mod 337	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,132,255		\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,840,776		\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,830,934		\$7,830,934	\$6,730,849		\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,479,523		\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,755,525		\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,292,749		\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,332,324		\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,713,609		\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,113,235		\$8,113,235	\$7,596,008		\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,433		\$8,120,433	\$7,689,468		\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$9,869,051	(\$83,323)	\$9,785,728	\$9,167,265	(\$77,490)	\$9,089,775	93%Mod 283
04/01/05	09/30/05	\$9,947,342	(\$83,323)	\$9,864,019	\$9,038,000	(\$75,824)	\$8,962,176	91%Mod325
10/01/05	03/31/06	\$8,788,514		\$8,788,514				
04/01/06	09/30/06	\$8,742,945		\$8,742,945				
BASIC SUBTOTAL		\$127,923,449	(\$166,646)	\$127,756,803			\$116,665,265	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,773,849		\$8,773,849				
04/01/07	09/30/07	\$8,792,790		\$8,792,790				
10/01/07	03/31/08	\$8,991,826		\$8,991,826				
04/01/08	09/30/08	\$9,011,725		\$9,011,725				
OPTION SUBTOTAL		\$35,570,190		\$35,570,190				
GRAND TOTAL		\$163,493,639		\$163,326,993				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$ 1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	\$ 3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$ 8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024	\$ 10,111,826	1/3/2006	
330	\$164,916					
331	\$1,484,997					
332		\$40,262,731	\$3,221,019	\$ 43,483,750	2/14/2006	
335		\$4,697,200	\$375,776	\$ 5,072,976	3/1/2006	
336	\$96,547					
337	(\$2,236,402)					
TOTAL	\$2,163,683,824	\$1,822,215,954	\$146,794,739	\$1,969,010,693		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 7

2. AMENDMENT/MODIFICATION NO. 338 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

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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.

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, 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) BILATERAL - MUTUAL AGREEMENT OF THE CONTRACTING PARTIES

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.)

a. The purpose of this modification is to move contract value (cost and fee) from FY05, \$11,585,189 cost and \$843,402 fee to FY06 in the amount of \$11,585,189 in cost and \$926,815 in fee. This moves the FY05 Type 3C underrun to FY06.
b. Decrease Option 1B (FY05) by \$11,585,189 in cost and \$843,402 in fee for a total of \$12,428,591 and increase Option 1B (FY06) by \$11,585,189 in cost and \$926,815 in fee for a total of \$12,512,004 for FY06.
c. This change revises Articles B-3, Contract Value; B-4, Award Fee; Article G-2 and Technical Exhibit 2.2.2.3-001 as shown on attached pages.

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria 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 27 Feb 06
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED 2/28/06
(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 335			
10/01/98-09/30/00	\$396,406,378	\$23,183,402	419,589,780
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	\$405,606,378	\$23,183,402	428,789,780
(10/01/00-09/30/01)	\$215,635,118	\$13,048,274	228,683,392
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	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$234,055,207	\$14,045,933	248,101,140
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	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,155,367	\$15,285,478	262,440,845
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	\$269,581,838	\$15,285,478	284,867,316
TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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	\$266,076,566	\$15,307,320	281,383,886
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	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 337			
OPTION 1B			
(10/01/04-09/30/05)	\$289,694,458	\$17,834,151	307,528,609
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 338	(\$11,585,189)	(\$843,402)	(12,428,591)
Total FY05	\$304,005,214	\$16,990,749	320,995,963
(10/01/05-09/30/06)	\$263,412,351	\$17,306,686	280,719,037
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 338	\$11,585,189	\$926,815	12,512,004
Total FY06	\$304,099,194	\$18,233,501	322,332,695
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	\$613,636,563	\$35,666,822	649,303,385
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,047,018,559	\$116,748,678	2,163,767,237
*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)	\$267,710,203	\$17,565,637	285,275,840
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	\$299,577,473	\$17,565,637	317,143,110
(10/01/07-9/30/08)	\$274,574,925	\$18,004,552	292,579,477
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	\$308,023,762	\$18,004,552	326,028,314

	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	\$614,987,666	\$36,161,104	651,148,770
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,662,006,225	\$152,909,782	2,814,916,007
*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 337	Total Award Fee For Mod 338	Adjusted Available Award Fee	Earned Award Fee Mod 337	Earned Award Fee Mod 338	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,132,255		\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,840,776		\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,830,934		\$7,830,934	\$6,730,849		\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,479,523		\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,755,525		\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,292,749		\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,332,324		\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,713,609		\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,113,235		\$8,113,235	\$7,596,008		\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,433		\$8,120,433	\$7,689,468		\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$9,785,728	\$0	\$9,785,728	\$9,089,775	\$0	\$9,089,775	93%Mod 283
04/01/05	09/30/05	\$9,864,019	(\$926,815)	\$8,937,204	\$8,962,176	(\$843,402)	\$8,118,774	91%Mod325
10/01/05	03/31/06	\$8,788,514	\$926,815	\$9,715,329				
04/01/06	09/30/06	\$8,742,945		\$8,742,945				
BASIC SUBTOTAL		\$127,756,803	\$0	\$127,756,803			\$116,748,678	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,773,849		\$8,773,849				
04/01/07	09/30/07	\$8,792,790		\$8,792,790				
10/01/07	03/31/08	\$8,991,826		\$8,991,826				
04/01/08	09/30/08	\$9,011,725		\$9,011,725				
OPTION SUBTOTAL		\$35,570,190		\$35,570,190				
GRAND TOTAL		\$163,326,993		\$163,326,993				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$ 1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	\$ 3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$ 8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024	\$ 10,111,826	1/3/2006	
330	\$164,916					
331	\$1,484,997					
332		\$40,262,731	\$3,221,019	\$ 43,483,750	2/14/2006	
335		\$4,697,200	\$375,776	\$ 5,072,976	3/1/2006	
336	\$96,547					
337	(\$2,236,402)					
338	\$83,413					
TOTAL	\$2,163,767,237	\$1,822,215,954	\$146,794,739	\$1,969,010,693		

TYPE 3C WORK ORDERS

MOST PROBABLE COST ADJUSTMENT

CONTRACT PERIOD:	FY:	ANNUAL BASELINE: (Loaded without fee – Mod 79)	ACTUAL VALUE: (Loaded without fee)	Modification Number	Additional Value: (Loaded with fee)
Contract Year 1	FY 99	\$ 8,816,118			
Contract Year 2	FY 00	\$ 8,991,033			
Contract Year 3	FY 01	\$ 9,175,971			
Contract Year 4	FY 02	\$ 9,369,147	\$6,742,200	179	
Contract Year 5	FY 03	\$ 9,566,157			
BASIC Sub-total:		\$ 45,918,426			
Contract Year 6	FY 04	\$ 9,773,958		217/247/ 259	\$4,526,514
Contract Year 7	FY 05	\$ 9,987,367		247 259 338	\$ 4,960,364 \$17,637,334 <u>(\$12,428,591)</u> \$10,169,107
Contract Year 8	FY 06	\$ 10,201,668		338	\$12,512,004
Contract Year 9	FY 07	\$ 10,429,644			
Contract Year 10	FY 08	\$ 10,695,195			
OPTION Sub-total:		\$ 51,087,832			
TOTAL:		\$ 97,006,258			

NOTES:

1. Annual baselines escalated 3% per annum as proposed.
2. Baseline may be adjusted up or down by the government via a contract modification, negotiated contract offset, or other appropriate means.
3. J-BOSC contractor may exceed the baseline when excess work capacity exists, total contract value remains the same, and customers approve proposed project(s).
4. The government intent is to establish this annual baseline as Type 3C. However, the government reserves the right to determine distribution of above annual values as Type 3I or Type 3C and to fund sources and agencies based on customer needs, mission priorities, and/or available funds.
5. "Actual Value" Column reflects the value of actual Type 3C work orders funded and executed during the fiscal year and resulting amended contract value.
6. The "Additional Value" column is inclusive of award fee. The amounts shown here will be subject to adjustment for contract value descope prior to any values that are not award fee bearing.
7. The above values do not include direct allocation costs (subcontract/admin support, etc)

2. AMENDMENT/MODIFICATION NO. 339
3. EFFECTIVE DATE See Block 16C
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

DUPLICATE ORIGINAL

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)
Unilateral/FAR 52.245-5 Government Property (Cost Reimbursement, Time and Material, or Labor -Hour Contracts, (Jan 1986) FAR 52.243-2, Alternate II, Changes (Aug 1987) and FAR 45.302-3 (a)(6) Other Contracts

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.)

The purpose of this unilateral modification is to increase the contract estimated cost for final settlement amount of CIP 81, Core Technical Capability (CTC) Equipment Purchase Request for Equitable Adjustment (REA), dated August 5, 2005. This settlement is for cost only with the exception of fee on non-plant equipment and taxes on computer software as reflected in the attached table. The contractor failed to agree to the terms offered herein on 5/11/06 therefore the modification is being issued unilaterally.

The CIP was processed in two phases. The cost only portion of Phase I was settled under Modification 316. Title of equipment purchased in Phase I passed to the government upon payment to SGS. This modification settles Phase II of the REA and all remaining elements of the REA not settled in Modification 316 with the exception of fee on plant equipment and some remaining taxes in Phase I. Cost elements for Phase I of the CIP are included for Award Fee Period 14, in an adjusted amount of \$1,107 in FY05. The period of performance for this modification (Phase II) of CIP 81 is October 1, 2005 through December 30, 2005. The total estimated amount of increase in FY06 is \$535,269 for cost and \$5,516 for fee a total of \$540,785. The total estimated amount of the contract change is \$535,269 (cost) and \$6,623 (fee) for a total of \$541,892. All remaining cost elements of the CIP not settled herein related to proposed fee and taxes are considered unallowable. This change revises Article B-3, Contract Value, Article G-2, Contract Funding, and B-4, Award Fee, as shown on 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)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Linda M. Adams
Contracting Officer

15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
12 May 2006

Linda M Adams
(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 335			
10/01/98-09/30/00	\$396,406,378	\$23,183,402	419,589,780
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	\$405,606,378	\$23,183,402	428,789,780
(10/01/00-09/30/01)	\$215,635,118	\$13,048,274	228,683,392
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	\$234,439,495	\$13,048,274	247,487,769
(10/01/01-09/30/02)	\$234,055,207	\$14,045,933	248,101,140
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	\$253,921,111	\$14,045,933	267,967,044
(10/01/02-09/30/03)	\$247,155,367	\$15,285,478	262,440,845
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	22,426,471
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
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TOTAL BASIC PERIOD	\$1,164,662,308	\$65,563,087	1,230,225,395
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$243,940,799	\$15,307,320	259,248,119
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Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY04	\$266,076,566	\$15,307,320	281,383,886
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Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	346,779
TOTAL OPTION 1A PERIOD	\$268,719,688	\$15,518,769	284,238,457

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 339			
OPTION 1B			
(10/01/04-09/30/05)	\$278,109,269	\$16,990,749	295,100,018
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	25,895,945
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 339		\$1,107	1,107
Total FY05	\$304,005,214	\$16,991,856	320,997,070
(10/01/05-09/30/06)	\$274,997,540	\$18,233,501	293,231,041
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 339	\$535,269	\$5,516	540,785
Total FY06	\$304,634,463	\$18,239,017	322,873,480
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
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10/01/04-09/30/05	\$331,342	\$26,507	357,849
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Total Option 5BB	\$663,123	\$53,049	716,172
TOTAL OPTION 1B Period	\$614,171,832	\$35,673,445	649,845,277
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,047,553,828	\$116,755,301	2,164,309,129
*Earned fees for past periods plus the available fees for future periods.			
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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)	\$267,710,203	\$17,565,637	285,275,840
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
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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
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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	\$614,987,666	\$36,161,104	651,148,770
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,662,541,494	\$152,916,405	2,815,457,899
*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

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BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 338	Total Award Fee For Mod 339	Adjusted Available Award Fee	Earned Award Fee Mod 338	Earned Award Fee Mod 339	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,132,255		\$6,132,255	80% Mod 15
04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,840,776		\$4,840,776	80% Mod 36
10/01/99	03/31/00	\$7,830,934		\$7,830,934	\$6,730,849		\$6,730,849	86% Mod 57
04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,479,523		\$5,479,523	85% Mod 75
10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,755,525		\$6,755,525	89% Mod 99
04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,292,749		\$6,292,749	91%Mod118
10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,332,324		\$5,332,324	91%Mod127
04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,713,609		\$8,713,609	92%Mod147
10/01/02	03/31/03	\$8,113,235		\$8,113,235	\$7,596,008		\$7,596,008	94%Mod167
04/01/03	09/30/03	\$8,120,433		\$8,120,433	\$7,689,468		\$7,689,468	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,222,350		\$8,222,350	\$7,960,571		\$7,960,571	97%Mod248
10/01/04	03/31/05	\$9,785,728		\$9,785,728	\$9,089,775		\$9,089,775	93%Mod 283
04/01/05	09/30/05	\$8,937,204	\$1,216	\$8,938,420	\$8,118,774	\$1,107	\$8,119,881	91%Mod325
10/01/05	03/31/06	\$9,715,329	\$5,516	\$9,720,845				
04/01/06	09/30/06	\$8,742,945		\$8,742,945				
BASIC SUBTOTAL		\$127,756,803	\$6,732	\$127,763,535			\$116,755,301	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,773,849		\$8,773,849				
04/01/07	09/30/07	\$8,792,790		\$8,792,790				
10/01/07	03/31/08	\$8,991,826		\$8,991,826				
04/01/08	09/30/08	\$9,011,725		\$9,011,725				
OPTION SUBTOTAL		\$35,570,190		\$35,570,190				
GRAND TOTAL		\$163,326,993		\$163,333,725				

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 314	\$2,167,434,213	\$1,756,421,206	\$141,531,159	\$ 1,897,952,365	12/9/2005	
315	\$1,035,074					
316	\$351,698					
317	\$186,502					
318	(\$176,269)					
319	\$221,637					
320		3,379,977	270,398	\$ 3,650,375		
322	\$70,715					
324		\$8,092,038	\$647,363	\$ 8,739,401		
325	(\$909,331)					
326	(\$4,201,097)					
328	\$160,624					
329		\$9,362,802	\$749,024	\$ 10,111,826	1/3/2006	
330	\$164,916					
331	\$1,484,997					
332		\$40,262,731	\$3,221,019	\$ 43,483,750	2/14/2006	
335		\$4,697,200	\$375,776	\$ 5,072,976	3/1/2006	
336	\$96,547					
337	(\$2,236,402)					
338	\$83,413					
339	\$541,892					
TOTAL	\$2,164,309,129	\$1,822,215,954	\$146,794,739	\$1,969,010,693		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 340
3. EFFECTIVE DATE see Block 16C
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 \$99,904,482. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through June 23, 2006.

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)
Bryce Collins
Contracting Officer
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
2/17/2006
(Signature of person authorized to sign)
(Signature of Contracting Officer)

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 314						
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326	(\$4,201,097)					
328	\$160,624					
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335		\$4,697,200	\$375,776	\$ 5,072,976	3/1/2006	
336	\$96,547					
337	(\$2,236,402)					
338	\$83,413					
339	\$541,367					
340		\$92,504,150	\$7,400,332	\$ 99,904,482		
TOTAL	\$2,164,308,604	\$1,914,720,104	\$154,195,071	\$2,068,915,175		