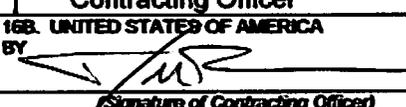


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 501	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, 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.				
XX B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alt II (APR 1984)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input 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 administrative modification is correct an error in Article B-3 of modification 499. A portion of the value of the change in modification 499 was incorrectly entered into the FY 2008 row of the spreadsheet. Modification 499 impacts only FY 2007.</p> <p>This change revises Article B-3, Contract Value (attached). All other terms and conditions of the contract remain unchanged.</p> <p>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>				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			Timothy M. Freeland Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED	
(Signature of person authorized to sign)			3-3-2008	
		(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 (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 493			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
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	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
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	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
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	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
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	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
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	\$266,211,366	\$15,352,803	281,564,169
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	\$268,854,488	\$15,564,252	284,418,740

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 493			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,058,749	295,821,939
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	\$304,659,135	\$17,058,749	321,717,884
(10/01/05-09/30/06)	\$259,760,241	\$13,909,908	273,670,149
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	\$288,861,895	\$13,909,908	302,771,803
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	\$599,053,185	\$31,411,229	630,464,414
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)	\$243,762,497	\$12,748,037	256,510,534
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 499	\$759,528	\$49,290	808,818
Total FY07	\$276,389,295	\$12,797,327	289,186,622
(10/01/07-9/30/08)	\$249,544,456	\$16,001,835	265,546,291
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	\$282,993,293	\$16,001,835	298,995,128

	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	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
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	\$565,217,711	\$29,265,972	594,483,683
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,597,998,227	\$141,991,143	\$2,739,989,370
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTI ID CODE	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. 502	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	CODE OPOS	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support, LLC 1980 N Atlantic Ave, Suite 330 Cocoa Beach, FL 32931			9A. AMENDMENT OF SOLICITATION NO.	
<div style="text-align: center; font-size: 2em; font-weight: bold; opacity: 0.5;">Original</div>			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 is extended, <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)			
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
The purpose of this no cost modification is to add Technical Exhibit (T.E.) 3.2.2-04, Preventative Maintenance and Inspection Intervals for PAFB/CCAFS Vehicles and Equipment. Contractor is required to comply with T.O. 36-1-191 & AFI 23-302 for all government vehicles & equipment assigned to the 45 SW and tenant organizations. These requirements are outlined in subject TE. The period of performance is 17 March 2008 through 30 September 2008. This change revises Attachment J-1, Statement of Work Paragraphs 3.2.2 – Vehicle/Railroad Operations and Maintenance, 3.2.2.2 – Vehicle Maintenance, Appendix A – Tailored Documents, Attachment J-5 - Technical Exhibit Listing, and adds Technical Exhibit (T.E.) 3.2.2-04, Preventative Maintenance and Inspection Intervals for PAFB/CCAFS Vehicles and Equipment 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.				
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>	15C. DATE SIGNED 10 Mar 08	16B. UNITED STATES OF AMERICA <i>EG Tweedie</i>	16C. DATE SIGNED 10 MAR 08	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

- Maintain all certifications, endorsements, and function specific training requirements;
- Conduct Performance Oriented Package testing on packages to be used to transport HAZMAT by all modes of transportation for domestic and international shipments;
- Perform Non-Bulk Combination packaging tests, including Drop Test, Stacking Test, and Vibration Standard Test; and
- Counter-to-counter delivery of launch film shipments to designated location.

3.2.2 Vehicle/Railroad Operations and Maintenance

The contractor shall provide vehicle operations and maintenance services as required to support KSC, CCAFS, and PAFB as described in J-5 Technical Exhibits 7.0-005, 3.2.2-02, **3.2.2-03 and 3.2.2-04**. Vehicle operations and maintenance services at both CCAFS and PAFB shall be provided by a vehicle operations and maintenance branch at each location. The vehicle operations branches shall have dispatch services that provide service IAW Technical Exhibit J5 3.2.2-03. The general purpose vehicle fleet can be GSA leased and maintained. Alternative Fuel Vehicle acquisitions shall follow schedule matrix in Technical Exhibit J5 3.2.2-01. The vehicle operations branch at KSC shall consist primarily of scheduled and unscheduled bus services. Vehicle maintenance shall be performed primarily in Hangar U, Building 1744, CCAFS, Buildings 313, 511, 676 PAFB, Building M6-486, KSC Industrial Area, and K6-1844, Locomotive Maintenance Facility. (Mod 470)(**Mod 502**)

3.2.2.1 Vehicle Operations. The contractor shall provide:

- Taxi and bus transportation service at CCAFS (Skid Strip), KSC (SLF), and PAFB (Flight line) to support air crews and passengers traveling either to or from aircraft that are arriving or departing to various destinations both on and off the installation;
- Scheduled shuttle route bus service to include pad support at KSC;
- Transportation services assigned by the NASA-KSC Transportation Office to meet scheduled and unscheduled events, unmanned launches, and center activity tours, shuttle launches/landings, and VIP tours;
- Bus services at CCAFS, and PAFB to support tours, launches, VIPs;
- Normal PAFB 8 vehicle U-Drive It fleet to consist of: Sedan (2), LD Minivan 7 Pax (2), LD Van 4x2 8 Pax (2), MD Pickup 6 Pax (1) and MD Covered Truck 1 Ton (1). (Mod 470)
- Dispatch services at KSC, CCAFS and PAFB;
- Dispatch data for upward required reports;
- Support for the Decontamination Team and the Base Disaster Preparedness Team; and
- Flight-line cargo service at CCAFS, KSC, and PAFB
- Perform annual entries into the Federal Automotive Statistical Tool (FAST) database; entries shall be submitted no later than 24 October of each year. (**Mod 232**) (**Mod 470**)

3.2.2.2 Vehicle Maintenance. The contractor shall provide maintenance at CCAFS, PAFB, and KSC for government vehicles and equipment. The contractor shall also:

- Maintain vehicles in safe and serviceable condition. PAFB vehicle repair actions performed in accordance with vehicle priority category in Tech Exhibit J5-3.2.2-03 ; (Mod 470)
- Perform recurring periodic maintenance and services in accordance with established inspection intervals, **standards, and Tech Exhibit J5-3.2.2-04. (Mod 502)**
- Maintain Air Force unregistered vehicles in safe and serviceable condition. Perform recurring periodic maintenance and services in accordance with commercial practices **and Tech Exhibit J5-3.2.2-04. Track vehicles in contractor maintained database. (Mod 502)**
- Collect and enter required maintenance data into the On-line Vehicle Integrated Management System (OLVIMS) and provide data for required reports at CCAFS and PAFB and **meet requirements of Tech Exhibit J5-3.2.2-04. (Mod 502)**
- Perform minor body repair on PAFB vehicles and equipment fleet. Minor body repair consists of but not limited too:
 - a. Replace: glass, seat, seat belts, seat covers, headliners, door panels, soft trim items, door/window hardware, window channels, dew wipes, and door seals. (Mod 470)
 - b. Adjust: Doors, windows and hinges (Mod 470)
 - c. Cut/apply stencil and markings as necessary. Minor dents and scratches not requiring paint booth application, shall be spot painted. (Mod 470)
- Perform body repair, corrosion control, rust proofing and painting on CCAFS and PAFB vehicle and equipment fleet. (Mod 470)

3.2.2.3 Locomotives and Railroad Facilities. The contractor shall:

- Operate government-furnished locomotives to accomplish the movement of railcars on KSC tracks;
- Perform maintenance, repair, and modifications of government-furnished locomotives and railcars. All railcars and locomotives shall have semi-annual and annual preventive maintenance performed. Railcars that enter the KSC railroad and require repairs in accordance with the American Association of Railroads interchange rules shall also be repaired as required. Note: The contractor has no repair responsibility for government-owned railcars when operation is off KSC/CAAFS in interchange service; NASA will handle all such repairs in accordance with the Interchange Agreement of the American Association of Railroads (AAR). The contractor shall allow designated railcars to be used by other activities and organizations and shall ensure that such cars are properly maintained.
- Perform annual corrosion control of rails and fittings on all KSC Beachline tracks using spray application of an appropriate corrosion resisting material.

3.2.3 Laboratories

The contractor shall perform the nondestructive evaluation of various kinds of hardware, standards and calibration services at KSC, calibration services at CCAFS and PAFB, sampling and analysis of waste and propellant commodities at KSC, sampling services

at CCAFS and PAFB, component cleaning and refurbishment services, and other related services, including the following:

- Permeability and compatibility studies of materials used in conjunction with hypergolic fluids;
- Developmental and sustaining engineering support in the science of hypergolic Toxic Vapor Detectors (TVDs);
- Sustaining engineering services for existing non-CFC (chlorofluorocarbons) cleaning and verification processes; and
- Development and maintenance of capabilities manuals for all laboratories

Laboratory services are provided to the following, with exceptions noted below for SPOC, CAPPS, and ISS: **(Mod 402)**

APPENDIX A – TAILORED DOCUMENTS

SOW Paragraph	Document Number or Description	Document Title	Description of Tailoring to be Performed
3.1.1.9	NFPA 10	Portable Fire Extinguishers	The Fire Department will use this as a tailorable document to ensure that all extinguishers at KSC, CCAFS, and the Florida Annexes are inspected to ensure operability and have maintenance performed to ensure reliability.
3.1.1.14	29 CFR 1910.120	Hazardous Waste Operations and Emergency Response	This document will be used to ensure compliance with OSHA regulations pertaining to entry into a structure or area to perform rescue services for IDLH atmospheres.
3.2.1	AFI 32-7086	Hazardous Material Management	Chapter 1: Retain Chapter 1, Paragraph 1.1.2.2. only- Describes the HMMP Team Composition. JBOSC currently supports this. Chapter 2: Retain Chapter 2, except , 2.1(All), 2.2.5, 2.2.6, 2.3(All), 2.4(All), 2.5(All),2.6.1 (All), 2.6.2 (All),2.6.3 (All), 2.6.4 (All),2.6.5.2, 2.6.5.5, 2.6.5.6, 2.6.6. (All), 2.6.7 (All), 2.6.8.4, 2.6.8.5,2.6.8.6, 2.6.8.7, 2.6.8.8, "AF Form 55" from 2.6.8.9, 2.6.8.10, 2.6.9 (All), 2.6.10 (All), 2.6.7 (All) Chapter 3: Delete Chapter 4: Retain Chapter 4; include only , 4.1, 4.2.1, 4.2.3, 4.8.3
3.2.2	AFI 24-301(T)	Vehicle Operations	DELETED (Mod 410)
3.2.2	AFI 23-302	Vehicle Management	Comply with provisions as defined in Technical Exhibit J5-3.2.2-04 (Mod 502)
3.2.2	T.O. 36-1-191	Technical and Managerial Reference for Motor Vehicle Maintenance	Comply with provisions as defined in Technical Exhibit J5-3.2.2-04 (Mod 502)

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
2.3	J-BOSC Tech Exhibit 2.3-01	12/06	Completed-One-Time Special Projects for Customers	398
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	318
3.1.2.7-01	J-BOSC Tech Exhibit 3.1.2.7-01	12/06	NCIC FBI Information System Security Addendum	406
3.1.2.8-01	J-BOSC Tech Exhibit 3.1.2.8-01	09/07	Sensitive But Unclassified (SBU) Controlled Information	451
3.1.2.9	J-BOSC Tech Exhibit 7.0-007	01/07	NASA Computer Systems, Application and Database (TRAC Application)	412
3.1.2.10-01	J-BOSC Tech Exhibit 3.1.2.10-01	11/05	Security Police Special Duty Position Criteria	323
3.2.1	J-BOSC Tech Exhibit 7.0-001	05/06	NASA Supply Customer Support Matrix	398 (CCR 06-24)
3.2.1.2	J-BOSC Tech Exhibit 7.0-007	01/07	NASA Computer Systems, Application and Database (KSC Records Management System (IM03))	412
3.2.2	J-BOSC Tech Exhibit 7.0-005	10/97	NASA Transportation Customer Support Matrix	205
3.2.2	J-BOSC Tech Exhibit 3.2.2-01	03/05	Alternate Fuel Vehicles Procurement Schedule	287 & 288
3.2.2	J-BOSC Tech Exhibit 3.2.2-02	05/05	Air Force Vehicle Turn-over	287
3.2.2	J-BOSC Tech Exhibit 3.2.2-03	09/06	Vehicle Operations and Maintenance (VOM) Services	470
3.2.2	J-BOSC Tech Exhibit 3.2.2-04	02/08	Preventative Maintenance and Inspection Intervals for PAFB/CCAFS Vehicles and Equipment	502
3.2.3.2	J-BOSC Tech Exhibit J5-3.2.3.2-01	10/04	Special Calibrations Support	348 (CCR 04-36)
3.2.3.2	J-BOSC Tech Exhibit 7.0-113	10/03	Precision Measurement Equipment Laboratory (PMEL)	232
3.2.4	J-BOSC Tech Exhibit 7.0-021	10/97	Types of Propellants	205
3.2.4	J-BOSC Tech Exhibit 3.2.4-01	03/05	Self Contained Atmospheric Protective Ensemble (SCAPE) Suits	279
3.3	J-BOSC Tech Exhibit 7.0-007	01/07	NASA Computer Systems, Application and Database	412
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	2/07	Support to All ELV Missions and the NASA Portal Web Site	400
3.4.4	J-BOSC Tech Exhibit 7.0-074	08/02	KSC Area Access Familiarization Video Training Provided to USAF	205

Preventative Maintenance and Inspection Intervals for PAFB/CCAFS Vehicles and Equipment

1. The Contractor will comply with the following provisions of T.O. 36-1-191 and AFI 23-302 for Government all vehicles and equipment assigned to the 45 SW and tenant organizations. Vehicles and equipment serviced after 1 March, 2008 shall comply with the revised maintenance, inspections, documentation, and reporting as detailed below.
2. An interim change to T.O. 36-1-191 updated Table 3-1, mandating PM&I intervals of 18-months, and Table 3-2, extending applicable concurrent inspections from 18 to 36-months. A mass update of the OLVIMS database will be performed to implement the new intervals.

T.O. 36-1-191, Table 3-1 Vehicle and Equipment Inspection and Service Intervals

TYPE EQUIPMENT/INSPECTION/ TEST	TYPE INSPECTION/INTERVAL			
	Operator Inspection (Reference para 3.5)	Daily/Weekly	Preventative Maintenance Inspection – PM&I Reference para 3.6, 3.7, 3.8.	Vehicle Condition Inspection (Reference para 3.9)
1. General Purpose Vehicles	At least monthly, use Operator Inspection Guide	Visual Tire Inspection (Chapter 4) Ambulance stretcher hangars (See note 3)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document
2. Firefighting Vehicles	Daily when used and weekly when not used, use Operator Inspection Guide	Visual Tire Inspection (Chapter 4)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document
3. Fuel Servicing Vehicles – Hose Cart	Daily when used and weekly when not used, use Operator Inspection Guide See Note 2	Visual Tire Inspection (Chapter 4)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document

T.O. 36-1-191, Table 3-1 Vehicle and Equipment Inspection and Service Intervals (cont)

TYPE EQUIPMENT/INPSECTION/ TEST	TYPE INSPECTION/INTERVAL			
	Operator Inspection (Reference para 3.5)	Daily/Weekly (Reference para 3.5)	Preventive Maintenance Inspection – PM&I Reference para 3.6, 3.7, 3.8.	Vehicle Condition Inspection
<p>4. Special Purpose Vehicles (deicers, tow tractor, high reach, missile handling, high lift, etc)</p> <ul style="list-style-type: none"> • Schedule by hours, if equipped with hour meter • Schedule by miles if equipped with speedometer 	At least monthly, use Operator Inspection Guide	Visual Tire Inspection(Chapter 4)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document
5. Material Handling (MHE) and 463L Equipment	Daily when used and weekly when not used, use Operator Inspection Guide	Visual Tire Inspection (Chapter 4)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document
6. Base Maintenance Vehicles/Equipment	At least monthly, use Operator Inspection Guide	Visual Tire Inspection (Chapter 4)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document
7. Other powered equipment for which vehicle management has primary responsibility (see AFI 23-302	At least monthly, use Operator Inspection Guide	Visual Tire Inspection (Chapter 4)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document

T.O. 36-1-191, Table 3-1 Vehicle and Equipment Inspection and Service Intervals (cont)

TYPE EQUIPMENT/INPSECTION/TEST	TYPE INSPECTION/INTERVAL			
	Operator Inspection (Reference para 3.5)	Daily/Weekly (Reference para 3.5)	Preventive Maintenance Inspection – PM&I Reference para 3.6, 3.7, 3.8.	Vehicle Condition Inspection
8. Trailers, semi-trailers and other non-powered equipment for which vehicle management has primary responsibility (see AFI 23-302)	At least monthly, use Operator Inspection Guide	Visual Tire Inspection (Chapter 4)	18 months (Reference Paragraph 3.13.2)	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document
9. Natural Gas Vehicles (NGV) operating on: Compressed Natural Gas (CNG) including Bi-fuel (either gasoline and CNG), dedicated CNG or Dual-fuel (mixture of diesel/CNG).	At least monthly, use Operator Inspection Guide	Visual Tire Inspection (Chapter 4)	18 months or 500 hours/7,500 miles/12,000 kilometers, whichever comes first	Every time a vehicle enters the shop or 12 months, whichever comes first. Use AF Form 4355, Vehicle Incoming Inspection, to document

Note 1 Vehicles in storage will be inspected and serviced according to T.O. 36-1-191, CHAPTER 8. VFM may waive Preventative Maintenance and Inspections on these vehicles as prescribed in this technical order.

Note 2 Operators will remove, inspect, and clean nozzle strainers every 30 days. Nozzle strainers will be replaced as required. This inspection will be entered manually on AF Form 1807. Use reverse side of forms if necessary.

Note 3 Medical personnel/vehicle operators will ensure ceiling stretcher hangers are operating correctly daily and prior to use.

Note 4 IAW 36M2-3-35-12, Table 1, TUNNER 60K loaders will have a periodic inspection performed at 250 hours or 6 months, whichever comes first. Annual periodic inspections will be performed annually or at 1,000 hours, whichever comes first.

Note 5 Tire pressures will be checked, adjusted, and documented by vehicle/equipment operators on the appropriate 1800 series form NLT the 10th day of the month using T.O. 36-1-191, Chapter 4, para 4.23.1.4 as a guide.

T.O. 36-1-191, Table 3-2. Special Preventative Inspection/Tests

Type Inspection/Test	Intervals -Special Instructions-Reference
1. Quinquennial Testing of Cryogenics Fuel Trailers/Tube Bank Trailers.	Every 5 years (reference Paragraph 3.10.2.4). Perform hydrostatic tests (reference TO 42B5-1-2).
2. Fuel Servicing Vehicle Requirements. a. Water Segregators b. Replace filter/separator elements. c. Perform tank inspection	Clean and service every 3 years or when filter elements are changed. (Reference Paragraph 3.10.2.2.) Change in accordance with TO 37A-1-101. External Inspections will be performed annually and Internal Inspections will be performed every 3 years IAW end item technical manual. NOTE: The preferred method of completing this inspection is to use a Bore Scope to eliminate personnel from entering the tank.
3. Clean, inspect (replace as required), and Repack Wheel Bearings, Check Brake Shoes, Wheel Cylinders/Calipers, Rotors, and Drums.	Every 3 years, 36,000 miles, 57,900 kilometers, or 2400 hours on all vehicles or more frequently if local law or operator conditions so warrant. Trailers/semi-trailers with packed wheel bearings will be repacked every 3 years.
4. Weight testing requirements for truck and crawler-mounted cranes.	Test loads (reference Paragraph 3.10.5.1 of this TO and AFOSHSTD 91-46 paragraph 8.2.6.2). NOTE: Notify user that weight tests are required when major maintenance is performed on lifting devices.
5. Dielectric test on cranes and high reach vehicles equipped with insulated booms, lift platforms, etc.	Semi-annual or when insulated booms or aerial platforms are serviced or repaired (reference Paragraph 3.10.5.2.2 of this TO and 36C-1-4).
6. Crane/High reach boom, hook and all associated equipment.	Boom, hooks, and associated equipment will receive complete inspections at intervals IAW AFOSHSTD 91-46 (paragraph 8.2.4 and 8.2.5 for specific guidance), or as directed or recommended by manufacturer, whichever is most stringent. The VFM will determine if and when overhaul is necessary (reference Paragraph 3.10.5.1.1).
7. Hydraulic Systems (Special Purpose Assemblies).	Every 3 years or 3,600 hours (whichever occurs first) hydraulic fluid shall be changed.
8. Spark arrestors.	In conjunction with PM&I.
9. 5th wheel wedges and bolt checks.	In conjunction with PM&I.
10. Spark check for aircraft refueling vehicle and other vehicles/equipment designated for concurrent refueling operation.	In conjunction with PM&I.
11. Bulk fuel cargo tank vapor recovery systems.	Comply with local, state, and host country.
12. Repack wheel bearings, Oshkosh R-11 (NOTE: Use of oil instead of grease is optional)	In conjunction with PM&I.
13. Forklift Tines/Carriage Mounting	- Perform visual inspection of forklift tines at least annually. Remove forklifts from service and replace tines when cracked, bent, or significantly damaged. - Inspect carriage lock plate mounting bolts for tightness
14. Emission Systems	In conjunction with PM&I, unless required more frequently by host nation or local laws (reference Paragraph 3.10.8).
15. On-Board Cabin Filter Inspection	In conjunction with PM&I.

16. Automatic Transmission Filter Inspection	Every 3 years.
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3. The On-Line Vehicle Interactive Management System (OLVIMS) will be updated to reflect the revised Preventative Maintenance & Inspection (PM&I) intervals. The steps below outline the basic process to update PM&I intervals in OLVIMS. Detailed instructions on how to perform these updates can be found on the internet at the following address:
https://wwwd.my.af.mil/afknprod/Database/oo-1g-af-66/training/pmi/PMI_skin.swf

18-Month PM&I OLVIMS Implementation

This is a four step tutorial that guides you through the implementation process. Below is a description/purpose of each step, these steps facilitate updating OLVIMS to the 18-month intervals. It is imperative to follow the steps in order:

Step 1-Schedule Maintenance Plan

Perform Schedule Maintenance Plan. This will balance your workload factoring in the 18-month intervals, align 36-month concurrent inspections in conjunction with the 18-month PM&I and establishes the next PM&I due dates for each vehicle in your fleet.

Step 2-OLVIMS "BS" Transaction

Perform "BS" Transaction. Updates schedule maintenance categories and will be used to delete the 12-month annual requirement (34AB) to the new standards under scheduled LOF system code (34AA).

Step 3-OLVIMS "BC" Transaction.

Perform "BC" Transaction. Updates concurrent inspection definitions and interval codes. All inspections assigned to code-4, "performed every annual inspection (system code 34AB)", will be changed to code-3, "performed every scheduled LOF (system code 34AA)".

Step 4-OLVIMS "BZ" Transaction

Perform "BZ" Transaction. Updates schedule maintenance criteria and appointment dates for a single vehicle. This will delete the old 12-month annual/MHK due dates/MHK and replaced respectfully using the 18-month PM&I and 36-month concurrent inspection intervals.

4. This section explains how to document the DoD 12-month safety inspecting using AF Form 4355 and how to track all vehicles for DoD compliance. Use of the AF Form 4355, Vehicle Incoming Inspection Checklist is now mandatory when an AF Form 1823 is processed. Use of the AF Form 4354, Preventive Maintenance and Inspection Checklist is also mandatory. Both forms replace MAJCOM and locally developed incoming inspection guides. An AF Form 4355 will be completed for all required vehicles/equipment on a schedule which will facilitate 100% compliance with DoD 4500.36-R by 1 March, 2009.

DoD 4500.36-R, 12-month safety inspection Documentation/Validation

AFI 23-302, para. 1.11. Instructs the use of AF Form 4355, *Vehicle Incoming Inspection*, for all vehicle incoming inspections. This form also satisfies DoD 4500.36-R, which requires each vehicle to be inspected for safe operability once in a 12-month period. Information below describes how AF Form 4355 will be used to ensure DoD 4500.36-R compliance.

Documentation

Documenting the incoming inspections for compliance with the DoD 12-month safety inspection. AF Form 4355, *Vehicle Incoming Inspection*, in concert with AF Form 1823/1823-1, (computer generated) *Vehicle and Equipment Work Order*, will be used to document a vehicle's incoming inspection. The mechanics name, man number and inspection items annotated on AF Form 4355 and AF Form 1823/1823-1 authenticates the incoming and DoD qualifying inspection were performed.

Compliance Validation

Validation of DoD 4500.36-R compliance IAW AFI 24-302 para. 4.2.11. Bases will forward their quarterly file to the parent MAJCOM, as required quarterly. MAJCOMs will consolidate quarterlies and forward to AF Vehicle Management

By 21 September of each year AFELM VEMSO will run an annual safety report for the Air Force Vehicle Fleet. The report will depict each registration number that has not had an AF Form 1823 processed within the past year. They will also provide an updated list quarterly to support unit follow up actions throughout the year. An aggressive program will minimize overdue actions and prevent non-compliance.

The workbook lists MAJCOM, OLVIMS Base/Site Code, vehicle registration number, Base, and Unit details. MAJCOMs will distribute the annual safety report and quarterly update workbooks to their respective bases for compliance action. Each base will validate that an AF Form 4355 has been performed via processing an AF Form 1823 for the vehicles listed or will schedule them for completion via mobile maintenance or shop visit.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 18	
2. AMENDMENT/MODIFICATION NO. 503	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. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Contracting Officer for current Accounting & Appropriation Data				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.219-9 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 change: Revise Article H-14 and Section J, Attachment J-11; Small Business, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (10/1/07 - 3/31/08). 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) Timothy M. Freeland Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12 Mar 08	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3-14-08	

**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:

Period Covered

10/01/07 – 03/31/08

Plan Date

2/11/2008 (Mod 503)

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)

**Small Business, Small Disadvantaged and Women-Owned Small
Business Subcontracting Plan (10/01/07-03/31/08)**

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, 2007 through March 31, 2008.**

- 1) The total estimated dollar value of this contract period is **\$147.058M**
- 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 **\$67.279M.**
- 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: **75.41%** of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns. This equates to **34.5%** of the Total Contract Value.
 - b) Small Disadvantaged Business concerns: **37.16%** 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 **17.0%** of 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: **16.39%** of total planned subcontracting dollars under this contract will go to subcontractors who are owned and controlled by women. This equates to **7.5%** of 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: **\$50.735M**
- b) Total dollars planned to be subcontracted to Small Disadvantaged Business concerns: **\$25.0M**. 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: **\$11.029M**. 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)	\$147,057,909		
Total Subcontracted Dollars	\$67,278,685.78		
Small business spending	\$50,734,978.61	34.5%	75.41%
Small Disadvantaged	\$24,999,844.53	17.0%	37.16%
Woman owned (WO)	\$11,029,343.18	7.5%	16.39%
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:

- g) 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

h) 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. Subcontracts		<\$25K set-asides to Small Business competition. >\$25K open competition.

Various

**Equipment
Acquisition**

**<\$25K set-asides to Small Business
competition. >\$25K open competition.**

5) 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.

a) 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
<ul style="list-style-type: none"> • Electrical Components • Construction Materials • Reproduction Equipment and Supplies • General Hardware • Computer Maintenance • Computer Hardware/Software and Supplies • General Office Supplies • Safety and Laboratory Supplies • 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

Victoria Lockard
Director, SGS Contracts

Date:

Approved:

Michael Flynn

Michael Flynn
President, SGS

Date:

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-11

SUBCONTRACTING PLAN

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 504 03/18/2008 4200242014 J-BOSC

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 NASA/John F. Kennedy Space Center KSC NASA/Kennedy Space Center KSC
 Office of Procurement
 MAIL CODE OP-OS
 KENNEDY SPACE CENTER FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 SPACE GATEWAY SUPPORT
 Attn: NONE SPECIFIED
 2411 DULLES CORNER PARK STE 800
 HERNDON VA 20171-3431

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 11)
 NAS1099001 08/15/1998

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) Net Increase: \$15,984,003
 4200242014

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

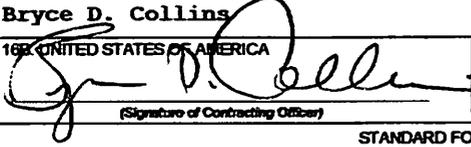
CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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)
 X Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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 \$15,984,003. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through May 16 2008.

Except as provided herein, all terms and conditions of the document referenced in Item 8A 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 D. Collins

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 _____ _____  03/18/2008
 (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 478						
As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH	
Subtotal as of Mod 478	\$2,731,539,523	\$2,304,179,622	\$185,351,833	\$2,489,531,455	11/21/2007	
480	(\$1,333,894)					
481	\$1,562,127					
485		\$13,462,728	\$1,077,018	\$ 14,539,746	12/17/2007	
486	\$9,097,049					
487		\$44,216	\$3,537	\$ 47,753	12/17/2007	
488	\$10,265					
489		\$63,572,607	\$5,085,809	\$ 68,658,416	3/12/2008	
490		\$4,417,806	\$353,424	\$ 4,771,230	3/14/2008	
491		\$77,417	\$6,193	\$ 83,610	3/14/2008	
494	(\$930,462)					
495	(\$764,056)					
496		\$5,171,964	\$413,757	\$ 5,585,721	3/17/2008	
497		\$9,330,699	\$746,456	\$ 10,077,155	3/26/2008	
498		\$27,303,710	\$2,184,297	\$ 29,488,007	4/29/2008	
499	\$808,818					
504		\$14,800,003	\$1,184,000	\$15,984,003	5/16/2008	
TOTAL						
	\$2,739,989,370	\$2,442,360,772	\$196,406,324	\$2,638,767,096		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 505		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, LLC 1980 N Atlantic Ave, Suite 330 Cocoa Beach, FL 32931				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.							
ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this no cost modification is to provide direction for CCR 08-30, NASA Badge Support. Contractor Personnel Security function will provide PIV Badge Enrollment Administrative support to reduce application backlog through 30 September 2008.</p> <p>This change revises Attachment J-1, Statement of Work Paragraph 3.1.2.8, Personnel Security, as shown on the attached pages. All other terms and conditions of the contract remain unchanged.</p> <p>Note: IPT consensus is contractor can accomplish this administrative support due to a reduced level-of-effort occurring because of government delay of processing new PIV II badges from Marshall SFC (Mod 431). If during the performance period the PIV II workload processing increases to full implementation and has an adverse impact on this support, contractor reserves the right to seek appropriate adjustment.</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 <i>Victoria G. Lockard</i> (Signature of person authorized to sign)		15C. DATE SIGNED 3 Apr 08		16B. UNITED STATES OF AMERICA <i>Ernest G. Tweedie</i> (Signature of Contracting Officer)		16C. DATE SIGNED 3 APR 08	

Original

30 MAY 1964

- Administer the waiver/deviation program

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

- Receiving visit request data and processing, fabricating, and issuing all types of badges and permits;
- Logging, reporting, and filing all transactions and invalidating all lost or unaccounted for badges and permits;
- Providing level of clearance verification during non-duty hours in response to telephonic requests;
- Reviewing, validating, and processing requests for temporary passes, picture badges, area permits, and temporary area authorizations transmitted by electronic means from other KSC/CCAFS contractor security offices;
- Obtaining, maintaining, and issuing reserve gate badges, pouches, and equipment consistent with local strike plans;
- Process, fabricate, and issue temporary passes, picture badges, area permits, and temporary area authorizations for all foreign national visitors as approved by the International Visits Coordinator (IVC) or designee;
- Administer unescorted access requirements for NASA personnel entering CCAFS restricted areas;
- Process electronic fingerprints and associated data inputs for KSC visitor access determination;
- Providing fingerprint services to the appropriate CCAFS/KSC personnel; and
- Providing Air Force/NASA Badging Program support
- The Contractor will process random National Crime Information Center (NCIC) criminal background history reviews, during non-peak periods, to support Government force protection installation entry process. To meet federal requirements the 45 Security Forces Squadron is the criminal justice agency that will provide oversight for the NCIC terminal. The Government (45 Space Wing) will be responsible to provide all equipment, software, connectivity and maintenance of same at no cost to the Contractor. The Government (45 Space Wing) will also provide any operational training at no increased cost to Contractor. It is the understanding of all affected parties that routine pass & identification processing time may be increased during training periods. Technical Exhibit 3.1.2.7-01, Security Addendum, is being added as no-cost to the Contractor based on the agreements detailed in this paragraph. (Mod 406) (Mod 455)

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

- Process (as applicable) routine investigative requests for KSC Personnel Reliability Program (PRP) and KSC Information Technology, and Personnel Security Programs;
- Conduct pre-employment screening for Interim PRP;
- Accept from and certify to other NASA Centers PRP Certifications;

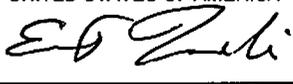
- Conduct interviews, perform record checks, review and summarize investigations, out processing of civil servants and maintain a database of current and pending actions for the Federal Employees Security Program; and
- Provide administrative, investigative, database management systems and customer interface support to the NASA International Visitors Program at KSC
- Utilize NASA Sensitive but Unclassified Controlled Information as defined in Technical Exhibit 3.1.2.8-01 (Mod 451)
- Provide PIV badging administrative enrollment support by researching prescribed Government data, made available by the Government, for specific enrollment information (i.e., SSN, DOB & State of birth, type and status of investigation, FBI fingerprints and Defense Center Index of Investigation date codes, etc) for sponsored individuals provided by NASA/TA-G Protective Services (PS) office. Once obtained the desired information shall be provided NASA/TA-G PS point of contact (POC) within five duty days from date contactor receives NASA/TA-G POC notification request for sponsored individual. (Mod 505)

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

The contractor shall provide NASA Federal Law Enforcement Training at KSC and other NASA centers and maintain records in support of the Lead Center Agreement for Agency policy and standards development and training in the area of security and law enforcement including the NASA Federal Arrest Authority program, the NASA Security Officer Fundamentals Course (SOFC), verification of the Commission on the Accreditation for Law Enforcement Agencies (CALEA), and the Department of State Foreign Service Institute SAFE (Serve Abroad for Families and Employees) training for NASA employees deployed overseas. Security Force Trainers shall be trained and certified by Federal Law Enforcement Training Center (FLETC), or as coordinated/partnered with cognizant government activity (NASA-KSC/TA-G – 45 SFS/SFR). Instructors shall be required to travel to other NASA Centers or facilities or to other locations to conduct training as partnered with the KSC Protective Services office in accordance with compliance document SI-PSO-IMI-FAAP-1, 07197. (Mod 273) (Mod 442)

The contractor shall provide safe operation and oversight of the KSC NFLET Range and shall ensure properly trained and certified Range-master/firearms instructors are available to conduct scheduled on-duty weapons qualifications. The NFLET Firearms Range personnel shall develop, host, and conduct specialized firearms training for NASA, the contract security/Emergency Response Team, and coordinate conduct mutual aid for local, State, and federal law enforcement agencies. This training shall include less-lethal weapons, judgmental shooting drills, night firing, shoot-house, Simunitions scenarios “active-shooter” responses, and sub-machine gun operator. Non-NASA/contractor agencies shall be allowed to utilize the range on a non-interference basis through coordination with the contractor security Training Division personnel.

Furthermore, the contractor shall develop and maintain a Training Records Automation Center (TRAC) that allows tracking of the following:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 506		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, LLC 1980 N Atlantic Ave, Suite 330 Cocoa Beach, FL 32931				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.							
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).							
<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)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this no cost modification (CCR 08-34) is to (1) revise IT performance Workload Indicators (WLIs) to reflect changes in current work performance and (2) clarify "Florida Annexes" as it applies to the Fire Protection Program. Changes are effective through 30 September 2008.</p> <p>This change revises Attachment J-1, Statement of Work Paragraph's 3.1.1 – Fire Protection Program, 3.3.2.1 - General Requirements and Attachment J-12 - Workload Indicators as shown on the attached pages. All other terms and conditions of the contract 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 		15C. DATE SIGNED 4/23/08		16B. UNITED STATES OF AMERICA 		16C. DATE SIGNED 4/24/08	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

ensure that deficiencies are corrected. The fire prevention unit shall test, inspect, and ensure the maintenance of fire extinguishers at KSC, CCAFS, and the Florida Annexes (**excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes**), according to NFPA's inspection frequency requirements. As part of its public fire and safety education programs the fire department shall provide periodic publications focused on fire prevention and safety. **(Mod 506)**

3.1.1.1 Fire Stations. The fire department shall staff 5 fire stations in 2 divisions, 24 hours a day, 365 days a year, to meet the emergency response mission of KSC and CCAFS. The KSC shall have 1 task force station and 2 satellite stations and CCAFS shall have 1 task force station and 1 satellite station that are staffed to handle emergencies based against defined response matrixes. All emergency responses shall comply with OSHA 1910.134 requirements for required personnel on scene to enter a fire area. Emergency response at the Florida Annexes (**excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes**) shall be accomplished through local mutual aid agreements. (Mod428)**(Mod 506)**

3.1.1.2 Fire Equipment and Services. The fire department shall conduct formalized shift turnover meetings to ensure that all on-duty personnel are informed of activities scheduled for their shift, including special scheduled work details, training requirements, and any special activities. Each shift shall perform detailed inspections of all emergency response apparatus and equipment, inspect their protective clothing, and ensure that all emergency response elements are functional. All fire apparatus pumps shall be tested annually per NFPA 1911; all aerial ladders shall be tested annually per NFPA 1914; and all ground ladders shall be tested annually per NFPA 1931. All fire department SCBA shall be tested and maintained annually per NFPA 1404 and manufacturer's requirements. All fire hoses shall be tested annually per NFPA 1962. The Chief Officer, with responsibility for the fire apparatus and equipment at the Shuttle Landing Area, shall ensure that all equipment is inspected daily. The Shuttle Landing Facility (SLF) shall be manned during all aircraft operations outlined in Federal Aviation Regulation (FAR) Part 139. All fire department personnel shall be trained and qualified to respond to all aircraft take-offs and landings, to include aircraft emergencies and shuttle landings at KSC and CCAFS, in compliance with NFPA 403 and Federal Aviation Regulation (FAR) Part 139. (Mod 428)

In addition, all fire department personnel shall be trained and equipped to respond to shipboard emergencies at the port. All emergency service and daily communications for the fire department shall be managed through the Joint Communications Control Center (JCCC). The fire department's Incident Commander on scene shall manage all emergency operations; all communications shall be through the dispatch center.

3.1.1.3 Response and Standbys. The fire department shall support all stand-by requirements of NASA-KSC and CCAFS through an "in-district" response readiness posture. In-district is defined as "fire rescue personnel and equipment to include Emergency Medical Service are available for immediate response to a scheduled hazardous operation within their response district in the event of an incident. They are not necessarily positioned in their respective station but may be in their geographical response district."

The fire department shall provide a rapid intervention crew to provide emergency back-up during interior fire ground operations when they exceed initial response guidelines. This concept of emergency response shall ensure that the required manpower and equipment are on scene and available to safely manage, contain, control, and mitigate emergencies at KSC and CCAFS. In addition, the fire department shall maintain, on each shift, personnel required to handle

3.3 INFORMATION TECHNOLOGY

SGS shall provide computer and designated communications support for KSC as described below; this includes preparing an IT Investment and Purchase Plan, as specified by Data Requirement Item 3.3-01.

3.3.1 Computer Systems. SGS shall provide operations and maintenance, sustaining engineering (SE), configuration management, database administration, and user support for existing and/or new automated applications/systems supporting KSC institutional and other base operation disciplines (such as KIMS and CMD5).

3.3.1.1 General Requirements. SGS shall perform the following tasks:

- Provide coordination, SE, and configuration control board support (including demonstrating systems enhancements) for the KSC-led, multi-agency SPECSINTACT;
- Support planning and implementation of new/re-engineered NASA wide and KSC systems/applications (such as IFMP);
- Provide client/server and database management capability and systems, plus functional and physical interface to external providers of mainframe, desktop, and communication services;
- Ensure year 2000 compliance for all existing and/or new applications/systems (including COTS products), and provide quarterly input for Center report to Office of Management and Budget (OMB);
- Support NASA in reviewing and implementing Chief Information Officer (CIO) directives and standards, and comply with those directives after they have been adopted;
- Provide a semi-annual Information Technology Plan that identifies priorities and schedules for IT systems support and re-engineering efforts; and
Perform risk management, disaster recovery, and security for supported systems/applications.

Performance Standard		
3.3.1-1	(PS)	Computer systems and applications shall be operational and/or available 99% of the time, with unscheduled downtime not exceeding four hours for critical systems or 12 hours for non-critical systems for each incident.
3.3.1-2	(PS)	Unauthorized actions that result in system access, denial of service, loss of data, loss of system or data integrity, or disclosure of sensitive information shall be reported to the Government within two hours of detection.
3.3.1-3	(PS)	Year 2000 Compliance Metrics shall be maintained, met, and reported.
3.3.1-4	(PS)	98% of IT milestones and products shall be provided as scheduled or as negotiated with the customer.
3.3.1-5	(PS)	98% of software deliverables shall run without error two weeks of delivery to the customer.
3.3.1-6	(PS)	System up-time and maintenance response shall be complied with 100% of the time.
3.3.1-7	(PS)	The IT Security Plan shall be complied with 100% of the time.

Mod 506

3.1.1.9 Fire Inspection and Prevention. The contractor shall develop and maintain a Fire Inspection program. The contractor shall participate in facility or operational walk downs as required by OMI. The contractor shall identify all reportable fire discrepancies and track these until closure. The contractor shall coordinate inspections and discrepancy closure with the SPOC, CAPPs, and other contractors. **(Mod 402)**

Permits. The contractor shall prioritize and issue permits (Burn/POL) for scheduled, as well as short-notice, welding and burning/POL operations in all areas of KSC, CCAFS, and the Florida Annexes, **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)** except when other contractors may be responsible for issuing permits. Preceding the start of work AF request must be submitted 72 hours in advance and NASA request are 48 hours prior (Mod 428) **(Mod 506)**.

Fire Extinguishers. The contractor shall select, purchase, install, and inspect portable fire extinguishers for those facilities, and areas identified by the customer, in accordance with NFPA 10. However, fire inspectors are only required to inspect fire extinguishers at KSC/CCAFS and Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)** during the regularly scheduled facility inspection. (Mod 428) **(Mod 506)**

Fire Prevention Education. The contractor shall conduct fire evacuation drills and train the KSC/CCAFS and Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)**, populace in maintaining good fire safety habits, recognizing and eliminating fire hazards, reporting fire or emergency situations and evacuating facilities identified by customers. The contractor shall ensure that fire protection requirements are included in activities and projects on KSC/CCAFS. (Mod 428) **(Mod 506)**

3.1.1.10 Fire Protection Engineering. The contractor shall develop and implement a Fire Protection Engineering Program that shall govern KSC, CCAFS, and Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)**. The contractor shall provide Fire Risk Analyses and Fire Protection Engineering Surveys for required NASA and USAF facilities. **(Mod 506)**

The contractor shall witness all final acceptances of fire protection systems to ensure compliance with all applicable codes and standards.

The contractor shall perform review and support functions for design reviews on all new projects and modifications, including designs performed by other contractors. At a minimum, the initial and final stages of projects and modifications shall be reviewed.

3.1.1.11 Hazardous Material Emergency Response Support. The contractor shall respond to and mitigate all hazardous material spills or releases at KSC/CCAFS. Initial response to hazardous material incidents and spills at Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)** shall be accomplished through Mutual Aid Agreements. The contractor shall respond as needed and shall follow-up on all hazardous materials incidents at these locations. The contractor shall maintain the government-provided HAZMAT vehicle with the necessary equipment and materials to support the task. **(Mod 506)**

3.1.1.12 Fire Incident Reporting. Upon notification, the contractor shall report fire responses or incidents at KSC/CCAFS using the National Fire Incident Reporting System (NFIRS).

3.1.1.13 Fire Hydrant Flow Testing and Marking. The contractor shall develop a plan and flow test and mark all fire hydrants on KSC/CCAFS.

Mod 506

hazardous materials emergencies, special rescue emergencies, and emergency medical situations.

3.1.1.4 Rescue and Firefighting. The fire department shall meet all customer requirements for Orbiter flight crew rescue and response to return to Launch Site Services (RTL) and landing mishaps at KSC and CCAFS. The fire department shall support all training (except dive training) and demonstration requirements requested by the customer. All emergency response activities shall be compliant with OSHA requirements for required personnel on scene to enter a fire area. (CCR 06-45, MOD 398)

3.1.1.5 Protective Clothing. All emergency service protective clothing (such as turn-out gear, Aircraft Rescue and Fire Fighting [ARFF] suits, HAZMAT suits, and uniforms) shall meet all current NFPA 1971, NFPA 1976, and OSHA requirements.

3.1.1.6 Health Examination and Physical Fitness. All combat/operations fire department personnel shall receive an annual medical physical based against an ergonomic review of the critical attributes required for emergency service operations. To ensure employee wellness, the fire department shall have physical fitness exercise requirements. Personnel shall exercise for a prescribed length of time during each on-duty shift. The fire department shall run an annual physical requirements test, which meets the requirements of NFPA 1500, based against the normal functions required on the fire ground. The test shall be used to establish a physical fitness baseline for each employee.

3.1.1.7 Minimum Personnel Qualifications. All fire department personnel assigned to combat operations shall meet Firefighter 2 and ARFF Firefighter qualifications. All firefighters who hold the rank of Driver shall be qualified to operate assigned fire apparatus (Structural/ARFF). Fire officers shall be qualified as Fire Officer I. Fire department training personnel shall meet Fire Instructor I qualifications. All fire inspection personnel assigned to perform fire inspections shall meet Fire Inspection I qualifications. Personnel assigned to perform as firefighter-paramedics shall meet all qualifications set forth by the contractor Medical Director and the State of Florida. All personnel assigned to perform specialized tasks, such as Astronaut Rescue, Technical Rescue, and Hazardous Material response shall be trained and qualified to perform said operations.

3.1.1.8 Fire Department Training. The fire department shall provide a fire service-training program that meets the requirements of OSHA and the NFPA Professional Qualifications standards. This training program shall provide classroom training from lesson plans, practical factor check-offs for required skills, drills, interactive exercises with support assets, college credit education programs, and evaluated drills.

All fire department members with an emergency response mission shall be required to meet annual training requirements consisting of the following: SCBA training, live fire training, driver training, HAZMAT training, a minimum of 12 fire training sessions, aircraft rescue and fire fighting, safety training, and fire prevention training. Additional requirements shall be assigned to meet the mission requirements of special skills training and the customer. All personnel assigned to the fire prevention unit shall receive training and course education on the requirements of their job (such as fire prevention inspections, testing of fire alarm systems, testing and maintenance of sprinkler systems, and fire extinguisher inspections). The fire department training program shall also run drills to ensure that all customer-established response times are maintained.

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
3.3	Information Technology			
3.3.1	Computer Systems	Configuration Management: <ul style="list-style-type: none"> • 31,440 Code movements • 240 Documents reviewed and managed 		
3.3.1	Computer Systems			
3.3.1.2	Computer Systems	NASA XA Web Support: <ul style="list-style-type: none"> • 36 32 Animations per year month in support of the NASA Portal 	MOD 208 MOD 506	
3.3.2	Communications	<ul style="list-style-type: none"> • 1,292 450 NASA pagers supported • 797 NASA cell phones supported • 1,200 VITS conferences per year • Configuration management schedules approximately 15,400 mainframe jobs per year 	MOD 255 MOD 205 MOD 135 MOD 506	
3.3.2	Communications		(Mod 135)	
3.4	Administrative Services			

3.1 PROTECTIVE SERVICES

The contractor shall provide protective services for KSC, CCAFS, and Florida Annexes to protect and safeguard personnel, property, information, and mission operations based on ability to prepare, respond, mitigate and recover. This includes long and short term activities, and emergency mitigations, as necessary based on a safe, flexible, objective, efficient, and innovative "Public Safety and Trust" program. Protective Services includes comprehensive Fire Protection, Emergency Preparedness, and Security Programs.

3.1.1 Fire Protection Program

The contractor shall provide a comprehensive, professionally managed fire prevention, fire protection, and emergency services program for NASA-KSC, CCAFS, and Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)**. Activities include: flight crew; high angle; confined space; aircraft; structural; vehicle and fire rescue; fire fighting; Return To Launch Sites (RTL) support; emergency response and standbys per Technical Exhibit # 3.1.1-01; consolidated training per agency requirements; aircraft and facility pre-fire plans; fire inspection; fire permits (Burn/Petroleum, Oil, and Lubricants (POL)); fire prevention education, inspection and maintenance of fire extinguishers; fire protection engineering; and fire hydrant flow testing. National Fire Incident Reporting System (NFIRS); and hazardous material emergency response support; support technical fire and rescue investigations; emergency medical services, and other agreed to services with outside entities. The fire department shall maintain fire investigative unit personnel that are trained to complete timely and accurate investigations of fires at KSC, CCAFS, and the Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)**. The contractor's Fire Chief shall actively participate in the local area mutual aid program. (Mod 428)**(Mod 506)**

The contractor shall standardize uniforms, turn-out gear, Self-Contained Breathing Apparatus (SCBA), and associated equipment.

The contractor shall centralize the fire department's rapid response of Advanced Life Support (ALS) Emergency Medical Services (EMS), including transport, to provide services for KSC and CCAFS.

The fire department shall manage all emergency operations, large or small, with a consistent, nationally accepted Incident Management System that complies with NFPA. Personal Accountability on the incident scene shall be a priority consideration by the fire department's Incident Commander and shall be managed in compliance with NFPA.

The mission focus of the fire department shall be fire prevention. This mission shall be supported by the department's operations level, training and education section, and fire prevention unit, as well as through the use of required engineering disciplines to support the prevention posture of the fire department. The fire department shall use a system of work and personnel asset management to support the required missions of KSC, CCAFS, and the Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)****(Mod 506)**.

The fire prevention unit shall, through a planned inspection program, continually assess the fire-safe posture of KSC, CCAFS, and the Florida Annexes **(excluding the Malabar, Cocoa Beach, & Melbourne Beach Annexes)** based upon NFPA and State of Florida standards and requirements. The contractor shall identify problem areas and immediately correct imminent danger situations. All inspections shall be documented, with follow-up and closure activities, to

3.3.2 Communications. SGS shall operate and maintain the administrative/institutional computer and data communication systems and their associated equipment and data communications circuits/cables, and provide end user computer/workstation support. In accomplishing these activities, SGS shall ensure the end-to-end integrity of all communications equipment, and provide resources required to support J-BOSC responsibility.

3.3.2.1 General Requirements. SGS shall provide communication support for NASA administrative and institutional management, including:

- Local area networking and administrative communications;
- Provide network management, planning and requirements coordination, operation and maintenance, SE, and upgrade of the Kennedy Data Network;
- Interface with the KSC cable plant, backbone, and other communication systems and providers;
- Provide low bandwidth video, pagers, and Video Teleconferencing Systems (VITS) operation and administration. **(Mod 506)**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 1
2. AMENDMENT/MODIFICATION NO. 507	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200246360	5. PROJECT NO. (If applicable) J-BOSC
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS-JP ATTN: Bryce Collins KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001	
		10B. DATED (SEE ITEM 11) 08/15/1998	
CODE	FAMILY CODE		

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.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$32,027,869.89
4200246360

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

CHECK ONE	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)
X	Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not. is required to sign this document and return 0 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 \$32,027,870. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through June 24, 2008.

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 D. Collins	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			04/17/2008
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 508	3. EFFECTIVE DATE 04/25/2008	4. REQUISITION/PURCHASE REQ. NO. 4200248709	5. PROJECT NO. (if applicable) J-BOSC
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (if other than item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS-JP ATTN: Bryce Collins KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001
			10B. DATED (SEE ITEM 11) 08/15/1998

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 16, 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)
 4200248709 Net Increase: \$18,006,315.00

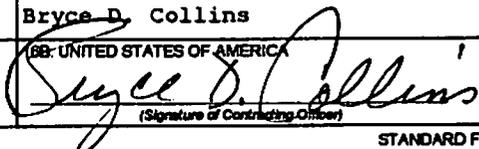
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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 Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. (IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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 \$18,006,315. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through July 21, 2008.

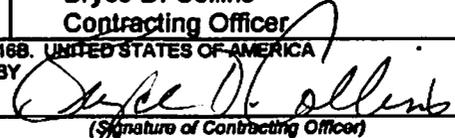
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bryce D. Collins
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer) 
15C. DATE SIGNED	16C. DATE SIGNED 04/25/2008

NSN 7540-01-152-9070
 Previous edition unusable

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

Financial Management Copy

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 509		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 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.					
0. 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 data, 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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)					
<p>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 May 6, 2008, for the period October 1, 2007 through March 31, 2008. The award fee earned is \$7,560,212. The total available award fee pool is reduced by (\$840,023) from \$8,400,235 to \$7,560,212.</p> <p>As a result of the above changes, Articles B-3, B-4 and G-2 are revised (see attached).</p> <p>Amounts computed were based upon Article B-4 amounts reflected in modification number 499.</p> <p>NOTE: THE NET PAYMENT DUE IS \$1,260,036 (EARNED AWARD FEE FOR THE PERIOD OF \$7,560,212 MINUS THE PROVISIONAL AWARD FEE PAYMENT DISBURSED DURING THE PERIOD TOTALING \$6,300,176).</p> <p>All other terms and conditions of the contract remain unchanged.</p> <p style="text-align: center;">End of Modification</p>					
16A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bryce D. Collins Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 5/6/08
(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 478					
As of MOD	Contract Value	Funded Cost	Funded Fee	Funded Cost/Fee	THROUGH
Subtotal as of Mod 478	\$2,731,539,523	\$2,304,179,622	\$185,351,833	\$2,489,531,455	11/21/2007
480	(\$1,333,894)				
481	\$1,562,127				
485	\$9,097,049	\$13,462,728	\$1,077,018	\$14,539,746	12/17/2007
486			\$3,537	\$47,753	12/17/2007
487	\$10,265				
488		\$63,572,607	\$5,085,809	\$68,658,416	3/12/2008
489		\$4,417,806	\$353,424	\$4,771,230	3/14/2008
490		\$77,417	\$6,193	\$83,610	3/14/2008
494	(\$930,462)				
495	(\$764,058)				
496		\$5,171,984	\$413,757	\$5,585,721	3/17/2008
497		\$9,330,699	\$746,458	\$10,077,155	3/26/2008
498		\$27,303,710	\$2,184,297	\$29,488,007	4/29/2008
499	\$808,818				
504		\$14,800,003	\$1,184,000	\$15,984,003	5/15/2008
507		\$29,465,641	\$2,562,229	\$32,027,870	6/24/2008
508		\$16,672,514	\$1,333,801	\$18,006,315	7/21/2008
509	(/5840 023)				
TOTAL	\$2,739,149,347	\$2,488,498,927	\$200,302,354	\$2,688,801,281	

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 (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 493			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
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	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
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	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
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	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
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	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
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	\$266,211,366	\$15,352,803	281,564,169
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	\$268,854,488	\$15,564,252	284,418,740

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 493			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,058,749	295,821,939
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	\$304,659,135	\$17,058,749	321,717,884
(10/01/05-09/30/06)	\$259,760,241	\$13,909,908	273,670,149
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	\$288,861,895	\$13,909,908	302,771,803
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	\$599,053,185	\$31,411,229	630,464,414
Option Periods 1 Oct 08 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/08-9/30/07)	\$244,370,822	\$12,781,080	257,151,902
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	\$276,238,092	\$12,781,080	289,019,172
(10/01/07-9/30/08)	\$249,695,659	\$16,018,082	265,713,741
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 509		(\$810,023)	(\$810,023)
Total FY08	\$283,144,496	\$15,178,059	298,322,555

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.

AF P	BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 499	Total Award Fee For Mod 509	Adjusted Available Award Fee	Earned Award Fee Mod 499	Earned Award Fee Mod 509	Earned Award Fee	Award Fee Score and Mod
1	10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,146,144		\$6,146,144	80% Mod 15
2	04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,826,665		\$4,826,665	80% Mod 36
3	10/01/99	03/31/00	\$7,837,000		\$7,837,000	\$6,731,039		\$6,731,039	86% Mod 57
4	04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,483,352		\$5,483,352	85% Mod 75
5	10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,754,934		\$6,754,934	89% Mod 99
6	04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,348,388		\$6,348,388	91%Mod118
7	10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,336,408		\$5,336,408	91%Mod127
8	04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,765,356		\$8,765,356	92%Mod147
9	10/01/02	03/31/03	\$8,121,627		\$8,121,627	\$7,634,968		\$7,634,968	94%Mod167
10	04/01/03	09/30/03	\$8,128,883		\$8,128,883	\$7,722,439		\$7,722,439	95%Mod194
11	10/01/03	03/31/04	\$7,899,317		\$7,899,317	\$7,583,343		\$7,583,343	96%Mod220
12	04/01/04	09/30/04	\$8,227,738		\$8,227,738	\$7,980,906		\$7,980,906	97%Mod248
13	10/01/04	03/31/05	\$9,790,689		\$9,790,689	\$9,105,655		\$9,105,655	93%Mod 283
14	04/01/05	09/30/05	\$8,979,160		\$8,979,160	\$8,170,894		\$8,170,894	91%Mod325
15	10/01/05	03/31/06	\$9,117,893		\$9,117,893	\$7,476,674		\$7,476,674	82%Mod350
16	04/01/06	09/30/06	\$8,041,072		\$8,041,072	\$6,658,007		\$6,658,007	82.8%Mod393
17	10/01/06	03/31/07	\$7,825,094		\$7,825,094	\$6,260,073		\$6,260,073	80%Mod430
18	04/01/07	09/30/07	\$8,104,210		\$8,104,210	\$6,767,015		\$6,767,015	83.5%Mod480
19	10/01/07	03/31/08	\$8,400,235		\$8,400,235	\$8,400,235	(\$840,023)	\$7,560,212	90% Mod 509
20	04/01/08	09/30/08	\$7,838,648		\$7,838,648				
GRAND TOTAL			\$158,706,293	00	\$158,706,293		(\$840,023)	\$141,151,120	Earned & Available

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 510	3. EFFECTIVE DATE 05/20/2008	4. REQUISITION/PURCHASE REQ. NO. 4200251399	5. PROJECT NO. (If applicable) J-BOSC
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS-JP ATTN: Bryce Collins KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001 10B. DATED (SEE ITEM 13) 08/15/1998	
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)
4200251399 Net Increase: \$5,159,837.97

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

CHECK ONE	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 data, 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 Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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 \$5,159,838. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through July 24, 2008.

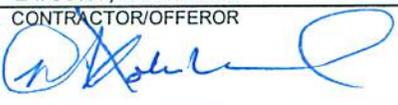
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy M. Freeland
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 05/20/2008

NSN 7540-01-152-8070
Previous edition unusable

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

Original

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 332
2. AMENDMENT/MODIFICATION NO. 511	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		CODE OPOS	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support, LLC 1980 N Atlantic Ave, Suite 330 Cocoa Beach, FL 32931			9A. AMENDMENT OF SOLICITATION NO.	
<h1>Original</h1>			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
			10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<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)				
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.)				
<p>The purpose of this no cost modification is to:</p> <p>(1) Remove the requirement to use the NASA Equipment Management System (NEMS) and replace with the requirement to use SAP NASA's Property (N-PROP) management web application system. References to NASA Equipment Management System (NEMS) in the contract shall be changed to SAP and N-PROP in the following attached J-1, J-2, J-3 and J-9 sections as shown on the attached pages.</p> <p>(2) Technical Exhibit "T.E.2.2.4 Janitorial_data_out 12 Apr 06.XLS" shall be removed and replaced with the new attached "Technical Exhibit 2 2 4 Through CCR 08-37 (5-9-2008).XLS" for clarity of requirements.</p> <p>All other terms and conditions of the contract remain unchanged.</p> <p>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>				
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) Joseph P. Kohlbrand Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Allan B. Jones Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 6/16/08	16B. UNITED STATES OF AMERICA 	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		<h1>Original</h1>		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Original

Original

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 493			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
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	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
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	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
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	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
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	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
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	\$266,211,366	\$15,352,803	281,564,169
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	\$268,854,488	\$15,564,252	284,418,740

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 493			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,058,749	295,821,939
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	\$304,659,135	\$17,058,749	321,717,884
(10/01/05-09/30/06)	\$259,760,241	\$13,909,908	273,670,149
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	\$288,861,895	\$13,909,908	302,771,803
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	\$599,053,185	\$31,411,229	630,464,414
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)	\$244,370,822	\$12,781,080	257,151,902
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	\$276,238,092	\$12,781,080	289,019,172
(10/01/07-9/30/08)	\$249,695,659	\$16,018,082	265,713,741
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 509		(\$840,023)	(840,023)
Total FY08	\$283,144,496	\$15,178,059	298,322,555

	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	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
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	\$565,217,711	\$28,425,949	593,643,660
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,597,998,227	\$141,151,120	\$2,739,149,347
*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.

AF P	BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 499	Total Award Fee For Mod 509	Adjusted Available Award Fee	Earned Award Fee Mod 499	Earned Award Fee Mod 509	Earned Award Fee	Award Fee Score and Mod
1	10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,146,144		\$6,146,144	80% Mod 15
2	04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,826,665		\$4,826,665	80% Mod 36
3	10/01/99	03/31/00	\$7,837,000		\$7,837,000	\$6,731,039		\$6,731,039	86% Mod 57
4	04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,483,352		\$5,483,352	85% Mod 75
5	10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,754,934		\$6,754,934	89% Mod 99
6	04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,348,388		\$6,348,388	91%Mod118
7	10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,336,408		\$5,336,408	91%Mod127
8	04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,765,356		\$8,765,356	92%Mod147
9	10/01/02	03/31/03	\$8,121,627		\$8,121,627	\$7,634,968		\$7,634,968	94%Mod167
10	04/01/03	09/30/03	\$8,128,883		\$8,128,883	\$7,722,439		\$7,722,439	95%Mod194
11	10/01/03	03/31/04	\$7,899,317		\$7,899,317	\$7,583,343		\$7,583,343	96%Mod220
12	04/01/04	09/30/04	\$8,227,738		\$8,227,738	\$7,980,906		\$7,980,906	97%Mod248
13	10/01/04	03/31/05	\$9,790,689		\$9,790,689	\$9,105,655		\$9,105,655	93%Mod 283
14	04/01/05	09/30/05	\$8,979,160		\$8,979,160	\$8,170,894		\$8,170,894	91%Mod325
15	10/01/05	03/31/06	\$9,117,893		\$9,117,893	\$7,476,674		\$7,476,674	82%Mod350
16	04/01/06	09/30/06	\$8,041,072		\$8,041,072	\$6,658,007		\$6,658,007	82.8%Mod393
17	10/01/06	03/31/07	\$7,825,094		\$7,825,094	\$6,260,073		\$6,260,073	80%Mod430
18	04/01/07	09/30/07	\$8,104,210		\$8,104,210	\$6,767,015		\$6,767,015	83.5%Mod480
19	10/01/07	03/31/08	\$8,400,235		\$8,400,235	\$8,400,235	(\$840,023)	\$7,560,212	90% Mod 509
20	04/01/08	09/30/08	\$7,838,648		\$7,838,648				
GRAND TOTAL			\$158,706,293	\$0	\$158,706,293		(\$840,023)	\$141,151,120	Earned & Available

**NAS10-99001
JOINT BASE OPERATIONS AND SUPPORT
CONTRACT
ATTACHMENT J-3
GOVERNMENT FURNISHED PROPERTY
FOR POTENTIAL USE IS LOCATED IN
~~NASA EQUIPMENT MANAGEMENT SYSTEM
DATABASE (NEMS) SAP AND N-PROP~~
(NASA's property management Web application
that will provide access to Logistics SAP/N-PROP
data fields for most users)**

Revision 2 (updated as of May 2008)(MOD 511)

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL __ MOD 293 _____					A. ITEM NO. 1.1-11
B. LINE ITEM TITLE: WBS 1.1, Management and Control					
C. OPR. CCSMO	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. SA	G. INITIAL SUB. 31 Oct 02	H. AS OF DATE 180/30
J. REMARKS: Negotiated as a consideration in the Contract Baseline modification. Reports and reviews shall be submitted/conducted semi-annually. Data shall be submitted no later than 31 Oct and 30 Apr each fiscal. Reviews shall be conducted within 2 weeks of data submittal. Type "D" electronic versions shall be compatible with Microsoft Office.					
K. DISTRIBUTION					TOTALS
					NO.
					TYPE
CCSMO Business Office (1D), Integration Office (1D), and Contracting Office (1D)					4
TA-EI Property Specialist (ID)					
DATA REQUIREMENT DESCRIPTION					
1. TITLE Report and Review, Replacement of Government Furnished Property				2. NUMBER 1.1-11	
3. USE To assess contractor's progress in systematically phasing out Government-furnished property during the contract base and option periods. To identify and assess any risks in utilization of property beyond its reasonable life. To gain insight into the condition of Government-furnished property.				4. DATE 08-01-2002	
				5. ORGANIZATION CCSMO	
7. INTERRELATIONSHIP				6. REFERENCES	
8. PREPARATION INFORMATION Provide a summary report based on item 4 data and develop a replacement schedule for future years. This information shall be sufficient to support approvals required by Article H-9, paragraph D. Data shall include but not be limited to, the following data: <ol style="list-style-type: none"> Total cumulative GFE tagged equipment value and number of line items by fiscal year (NEMS data, replaced by SAP and N-PROP in 2008) as of September 30 (for the Oct 31 submission) or March 31 (for the April 30 submission). (MOD 511) Total contractor acquired capitalized equipment value and number of line items by fiscal year. Total contractor acquired non-capitalized equipment value and number of line items by fiscal year. Listings of J-BOSC most significant equipment requirements by major functional area, as well as a consolidated overall J-BOSC listing. Listings for each equipment item to include: priority, WBS, Customer, nomenclature, condition of item to be replaced, cost of replacement, risk of not replacing, status of replacement action, CFE or GFE, needed replacement date, work around until replaced. Line item inventory of capital equipment purchased since contract start to include: item descriptor, in service date, purchase price, depreciation method, useful life, WBS, fund source, age, current year depreciation, accumulated depreciation, net book value. Line item inventory of GSA vehicles utilized to include: vehicle type, year, model, J-BOSC organization utilizing. Line item inventory of non-capital equipment purchased during the current fiscal year to include: acquisition date, cost, item nomenclature, manufacturer, federal stock class. Listing of equipment items leased or rented during the current fiscal year to include: equipment type, period of lease or rent, annual cost. 					

MSDS	Material Safety Data Sheet
MRU	Military Radar Unit
MSFC	Marshall Space Flight Center
NACE	National Association of Corrosion Engineers
NASA-KSC	Pertaining to NASA agency/management at KSC (MOD 205)
NASA	National Aeronautics and Space Administration
NAVFAC	Naval Facilities Command
NDE	Nondestructive Evaluation
NEMS	NASA Equipment Management System(MOD 511)
NFIRS	National Fire Incident Reporting System
NFPA	National Fire Protection Association
NHB	NASA Handbook
NIBS	National Institute of Building Science
NISN	NASA Information Systems Network
NIST	National Institute of Standards and Technology
NOTAMS	Notice To Airmen
NOTU	Naval Ordnance Test Unit
NPG	NASA Policy Guidance
NRC	Nuclear Regulatory Commission
NVR	Non-Volatile Residue
O&M	Operations & Maintenance
o/m/e	Operations/maintenance/engineering
o/m/e/u	Operations/Maintenance/Engineering/Utilities
OAC	Operating Agency Code
OBAN	Operating Budget Account Number
OBY	Operating Budget Year
OCLC	Online Computer Library Center, Inc.
OD	Operational Directive
ODIN	Outsourcing Desktops Initiative in NASA
OLVIMS	On-Line Vehicle Integrated Management System
OM	Occupational Medicine
OMEH	Occupational Medicine and Environmental Health
OPLAN	Operations Plan
OS&D	Over, Short and Damaged
OSHA	Occupational Safety and Health Administration
PAFB	Patrick Air Force Base
PAMIS	Printing and Microimaging Information System
PC	Personal Computer
PGOC	Payloads Ground Operations Contract
PM	Preventive Maintenance
PMEL	Precision Mechanical Equipment Laboratory
POL	Petroleum, Oil, and Lubricants
POP	Program Operating Plan Performance Oriented Package

Mod 511

PPR	Prior Permission Required
PRACA	Problem Reporting and Corrective Action
PRP	Personnel Reliability Program
RAM	Random Access Memory
RC/CC	Responsibility Center/Cost Center
RCM	Reliability Centered Maintenance
REMS	Registered Equipment Management System
ROM	Read Only Memory
RSA	Records Staging Area
RTLS	Return to Launch Site
RTU	Remote Terminal Unit
SA	Support Agreement
SA-ALC	San Antonio Air Logistics Command

SAP and N-PROP	NASA's property management Web application that will provide access to SAP logistics data fields for most users. No Acronym definition for SAP--Used to be System Applications and Products, according to the German parent company (MOD 511)
SARA	Superfund Amendments and Reauthorization Act
SBSS	Standard Base Supply System
SCAPE	Self-Contained Atmospheric Protective Ensemble
SDIO	Strategic Defense Initiative Organization
SDS	Specifications Documentaton System
SE	Sustaining Engineering
SPOC	Space Program Operations Contract (Mod 402)
SLF	Shuttle Landing Facility
SMF	Security Marshaling Facility
SMITS	Special Material Inventory and Tracking System
SOW	Statement of Work
SPECSINTACT	Specifications-Kept-Intact
SRB	Solid Rocket Booster
SSI	Systems Security Integration
SSPF	Space Station Processing Facility
STA	Shuttle Training Aircraft
STI	Scientific and Technical Information
STS	Space Transportation System
SW	Space Wing
SWI	Space Wing Instruction
T.E.	Technical Exhibit
T.O.	Technical Order
TAL	Transoceanic Abort Landing
TCID	Test Configuration Identifier Document
TCLP	Toxicity Characteristic Leachate Procedure
TCRS	Training Certification and Record System

Mod 511

TCTO	Time Compliance Technical Order
TDD	Telephone Device for the Deaf
TDY	Temporary Duty
TRI	Toxic Release Inventory

3.2 LOGISTICS

The contractor shall provide logistics capabilities to include: logistics services, vehicle operations and maintenance, airfield services, laboratory services, propellants, and life support services. The contractor shall develop and implement logistics procedures to ensure that all resources identified in this SOW are operationally ready to perform scheduled mission support. The procedures shall describe to the government and contractor personnel how the contractor shall obtain or provide logistics support. The contractor shall provide a centralized point of contact for logistics support functions.

3.2.1 Logistics Services

The contractor shall perform the following for approved customers (Technical Exhibit 7.0-001):

- Provide supply functions for NASA and AF under the J-BOSC contract at KSC, CCAFS, Patrick AFB, Florida Annexes and other designated locations including: acquisition; accountability; storage and warehousing support; receipt and issuance of supplies, materials, and equipment; and ordering, storage and delivery of fuels;
- Provide bottled water delivery and pick-up for NASA and AF under the J-BOSC contract at KSC, CCAFS, PAFB, and NOTU; Note: AF facilities with tested potable water will not receive bottled water service (CCR 06-41, **Mod 398**).
- Provide property management for NASA and J-BOSC including tagging for government-owned equipment, equipment records management (using SAP and N-PROP—NASA's property management Web application that will provide access to Logistics SAP/N-PROP data fields for most users) (**MOD 511**), training property custodians, excess property management, and inventorying equipment and documenting all findings;
- Provide temporary custodial storage, based on space availability to NASA and J-BOSC customers including pickup, storage, and delivery of items;
- Provide warehousing operations to excess property disposal at the Recycling, Reutilization and Marketing Facility (RRMF);
- Provide receipt, warehousing, and issuing of forms and publications;
- Manage KSC Records Staging Area (RSA) and document authorized records dispositions;
- Maintain IM03 KSC Records Management System database or its equivalent;
- Manage KSC/CCAFS Petroleum, Oils, and Lubricants (POL) hazardous materials storage facilities;
- Provide life-cycle tracking of contractor-acquired hazardous materials at KSC;
- Provide services to KSC Public Affairs Office and for KSC special events; and
- Establish and maintain Project Funds and Management Records (PFMRs) with AF Standard Base Supply System (SBSS).
- Establish new account and provide stock supply to ELVIS contractor.(CCR 06-24, **Mod 398**)

3.2.1.1 Material Management Services. The contractor shall perform the following:

- Provide maintenance for Government Furnished Equipment (GFE) and the NASA held equipment listed in the NEMS SAP/N-PROP account, with the exception of Information Technology equipment. (MOD 511)
- Catalog program, standby, and stores stock in the inventory management system;
- Screen Manufacturer's Part Numbers (MPNS) through Defense Logistics Information Service (DLIS) for adoption of existing National Stock Numbers (NSNs), request assignment of new NSNs, and ensure compatibility between NSNs common to J-BOSC and DLSC;
- Spare Parts Analysis (SPA) for new/modified critical/configured systems;
- Research stock, GSA/DLA, and Federal Supply Schedules to determine the source of supply for material requirements documents;
- Logistics Support Analysis for spares determination of new/modified critical/configured systems as required;
- Order propane, diesel and gasoline fuel;
- Utilize PFMR process to obtain critical spares, repair parts, supplies, materials and fuel delivery from SBSS at PAFB;
- Material requirements planning for work order kitting requested by NASA and the AF; and
- Provide services for NASA-KSC, including: Port-o-let service, cash register service, linen service, waste pickup from RRMF, and bottled water delivery.

3.2.1.2 Supply Operations. The contractor shall perform the following:

- Provide warehousing services to support operational activities of NASA-KSC, J-BOSC and supported contractors. Functions include: binning incoming materials, issuing outgoing materials, entering material requirements into inventory management system, managing shelf-life controlled materials, managing the hazardous materials storage facilities (POL), assembling work order kits, and maintaining warehouse location control system;
- Receive, store, and issue blank forms and publications; fill orders or notify of non-availability; and accommodate requests for stocked forms and publications via electronic communication and internal mail system;
- Manage the KSC Record Staging Area (RSA) and update the on-line KSC Records Management System (IM03) pertaining to authorized records disposition, and destroy records as directed by the KSC Records Management Officer. IM03 is further described in Technical Exhibit 7.0-007;
- Maintain and replenish bench stocks (including HAZMAT), processing over-the-counter issues, binning, distributing incoming material to all supported customers including Florida annexes, issuing protective garments, and issuing loan tools and test equipment;

- Provide furniture support to NASA and all authorized customers to include: receive, store, assemble, issue, repair, deliver, and pick up excess furniture;
- Maintain fuel storage levels for diesel and gasoline, supporting equipment and associated records; and
- Provide receiving services required to support NASA, J-BOSC, and supported contractors. Functions include: receiving freight shipments utilizing NASA/J-BOSC information systems, in-processing materials and equipment, inspecting for over, short, damaged, special handling or storage requirements, verifying proper receipt documentation, resolving receipt discrepancies, processing documents to ensure accountability, and processing all receipt documentation to the appropriate procurement department.

3.2.1.3 Property Management. The contractor shall perform the following:

- Tag government equipment for NASA. This includes bar coding the items and the creation of an equipment receipt record (ERR) with supporting documentation. Items shall be input into the ~~NASA Equipment Management System (NEMS) SAP/N-PROP~~ (MOD 511)

3.4.1.1 Printing. The contractor shall perform the following:

- Comply with NPD 1490.1G, NASA Printing, Duplicating, and Copy Management Directive; (CCR 07-25, Mod 407)
- Provide Center wide duplicating, networked electronic publishing and color copying;
- Electronically transfer and publish Launch, Landing, Orbiter Processing, and Payload Operating and Maintenance Instructions (OMIs);
- Electronically receive and publish Integrated Control Schedules for Shuttle Orbiters, Shuttle Payload, and Space Station processing;
- Electronically receive and publish NASA Payroll, NASA Personnel documentation, Shuttle, Payloads, and J-BOSC NEMS SAP/N-PROP (MOD 511) reports;
- Provide controlled color copying support Center wide;
- Provide Electronic Document Distribution to other NASA Centers;
- Operate printing and microimaging Information System (PAMIS) (SI07) for printing reporting;
- Provide copying, duplicating, electronic publishing, remote mainframe computer printing, and document finishing;
- Provide engineering drawing reproductions from originals, electronic, and microfilm;
- Provide multi-color digital printing, including folding and document finishing, and provide reproductions containing as many as three colors; and
- Provide Aperture card and microfiche prints (8.5x11 to 18x24 inches)
- Provide support for the procurement function of NASA-KSC's commercial printing requirements through the Government Printing Office (GPO), by preparing requisitions/print orders for program and one-time-bid orders. Assist the NASA-KSC Printing Management Officer with verification of color proofs, communicate with GPO customers and coordinate approval of GPO tasks through the KSC Printing

Management Officer. Maintain an up-to-date database of GPO printing orders and a hard copy of all GOP orders, by program and year.

3.4.1.2 Microimaging. The contractor shall perform the following:

- Provide Center wide microimaging support;
- Provide document conversion;
- Provide CD-ROM mastering and duplicating;
- Provide scanning and indexing of documents to include Shuttle Quality Data, NASA Spares Logistics Depot (NSLD), ~~NEMS~~ SAP/N-PROP (MOD 511), NASA Accounting, Boeing Configuration Management Data, NASA Payload, and other NASA documentation for placement on film, CD's, or PC file servers for web access;
- Operate Printing and Microimaging Information System (PAMIS) (SI07) for microimaging reporting;
- Operate Kennedy Electronic Documents System (KEDS);
- Operate Computer Output Laser Disk System (COLD);
- Manufacture 35mm Aperture cards of all NASA-KSC engineering drawings; and
- Support Kennedy Electronic Document System (KEDS), aperture card scanning for KEDS master files.

3.1.1-1	<p>Fire and ambulance services will respond to all emergency calls within their designated zones within their allotted time 90% of the time. Per Mod 159</p> <ul style="list-style-type: none"> √ Fire Rescue will respond to all emergency calls in the Green Zone within 6 minutes or less. √ Fire Rescue will respond to all emergency calls in the Yellow Zone within 10 minutes or less. √ Fire Rescue will respond to all emergency calls in the Blue Zone within 12 minutes or less. √ Fire Rescue will respond to all emergency calls in the Red Zone in greater than 12 minutes. √ ALS Ambulance will respond to all emergency medical calls in the Green Zone within 6 minutes or less. √ ALS Ambulance will respond to all emergency medical calls in the Yellow Zone within 10 minutes or less. √ ALS Ambulance will respond to all emergency medical calls in the Blue Zone within 12 minutes or less. √ ALS Ambulance will respond to all emergency medical calls in the Red Zone in greater than 12 minutes.
3.1.2-1	Reserved
3.1.2-2	Reserved
3.1.2-3	Maintain accurate security programming guidance, plans, and directives maintained by updating items within 90 calendar days of the event that caused the item to become outdated
3.1.2-4	Reserved
3.1.3-1	Command and control Emergency Operations Center (EOC) shall be activated within 30 minutes of notification of an emergency or emergency exercise during normal duty hours, otherwise within two hours.
3.1.3-2	Reserved
3.2.1-1	Reserved (Mod 445)
3.2.1.2	Reserved
3.2.1-3	90% of Equipment Receipt records (ERR) will be loaded into NEMS SAP/N-PROP within 5 business days after receipt from Receiving Dock. (Mod 445) (MOD 511)
3.2.1.4	90% priority shipments requiring next day delivery service, received before 2:00 p.m. will be packaged & shipped the same day (excluding shipments containing hazardous materials, international shipments, or items that require extensive packaging).
3.2.1.5 (NEW PS)	90% of NASA packages shall be delivered to the customer within 15 days.
3.2.1.6 (NEW PS)	90% of direct freight packages shall be delivered to customer within 5 days.
3.2.1.7	Reserved (Mod 445)
3.2.1.7 (NEW PS)	90% of Excess documents shall be processed within 30 days.
3.2.2-1	Reserved

3.2.2-2	Reserved
3.2.2-3	Reserved

AVOID VERBAL ORDERS Date: June 9, 2008

TO: File - NAS10-99001 - Modification 511

FROM: OP-OS/Allan Jones

SUBJECT: Disposition of Procurement and Chief Council Comments

Due to the voluminous nature of "Technical Exhibit 2.2.4 Through CCR-08-37 (5-9-2008).XLS" this Technical Exhibit was not attached. Contact Contracting Officer for an electronic copy.

A handwritten signature in blue ink, appearing to read "Allan B. Jones Jr.", is positioned above the typed name.

Allan B. Jones Jr
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 512	3. EFFECTIVE DATE 05/28/2008	4. REQUISITION/PURCHASE REQ. NO. 4200253408	5. PROJECT NO. (If applicable) J-BOSC
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (If other than item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS-JP ATTN: Bryce Collins KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001	10B. DATED (SEE ITEM 13) 08/15/1998
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 6 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)
4200253408 Net Increase: \$9,000,000.00

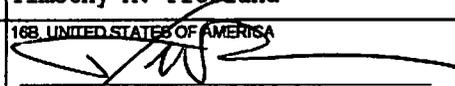
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

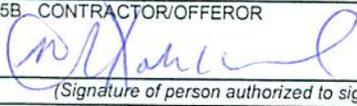
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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 Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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 \$9,000,000. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through July 31, 2008.

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) Timothy M. Freeland	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 05/28/2008
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 513		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) PH 3:52		
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) Mutual Agreement of the Parties and Contract Article B-12					
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 changes within CCR 08-39 which DECREASE from the Installation Improvement Program (Article B-12 and WBS 4.0) the amount of \$2,914,477 for costs and \$209,843* for fee, for a total decrease of \$3,124,320.					
The decrease is effective in the Option period, Contract Year 8, Award Fee Period 19 (1 October 2007 through 31 March 2008).					
The total value of the contract is hereby DECREASED from \$2,739,149,347 by \$3,124,320 to \$2,736,025,027.					
This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2, and 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. Award Fee adjusted to reflect earned award fee for period 19.					
15A. NAME AND TITLE OF SIGNER (Type or print) Joseph P. Kohlbrand Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy M. Freeland Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 6/20/08	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 6-25-08

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 (FFP)	\$1,113,486		1,113,486
Basic Period Thru 493			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
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	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
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	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
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	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
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	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
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	\$266,211,366	\$15,352,803	281,564,169
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	\$268,854,488	\$15,564,252	284,418,740

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 493			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,058,749	295,821,939
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	\$304,659,135	\$17,058,749	321,717,884
(10/01/05-09/30/06)	\$259,760,241	\$13,909,908	273,670,149
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	\$288,861,895	\$13,909,908	302,771,803
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	\$599,053,185	\$31,411,229	630,464,414
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)	\$244,370,822	\$12,781,080	257,151,902
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	\$276,238,092	\$12,781,080	289,019,172
(10/01/07-9/30/08)	\$249,695,659	\$15,178,059	264,873,718
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	\$280,230,019	\$14,968,216	295,198,235
Mod No. 513	(\$2,914,477)	(\$209,843)	(3,124,320)
Total FY08	\$280,230,019	\$14,968,216	295,198,235

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	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
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	\$562,303,234	\$28,216,106	590,519,340
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,595,083,750	\$140,941,277	\$2,736,025,027
*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.

AF P	BASIC PERIOD OF PERFORMANCE	Available Award Fee Through Mod 509	Total Award Fee For Mod 513	Adjusted Available Award Fee	Earned Award Fee Mod 509	Earned Award Fee Mod 513	Earned Award Fee	Award Fee Score and Mod
1	10/01/98 03/31/99	\$7,681,869		\$7,681,869	\$6,146,144		\$6,146,144	80% Mod 15
2	04/01/99 09/30/99	\$6,033,858		\$6,033,858	\$4,826,665		\$4,826,665	80% Mod 36
3	10/01/99 03/31/00	\$7,837,000		\$7,837,000	\$6,731,039		\$6,731,039	86% Mod 57
4	04/01/00 09/30/00	\$6,451,003		\$6,451,003	\$5,483,352		\$5,483,352	85% Mod 75
5	10/01/00 03/31/01	\$7,589,239		\$7,589,239	\$6,754,934		\$6,754,934	89% Mod 99
6	04/01/01 09/30/01	\$6,976,249		\$6,976,249	\$6,348,388		\$6,348,388	91%Mod118
7	10/01/01 03/31/02	\$5,863,642		\$5,863,642	\$5,336,408		\$5,336,408	91%Mod127
8	04/01/02 09/30/02	\$9,798,867		\$9,798,867	\$8,765,356		\$8,765,356	92%Mod147
9	10/01/02 03/31/03	\$8,121,627		\$8,121,627	\$7,634,968		\$7,634,968	94%Mod167
10	04/01/03 09/30/03	\$8,128,883		\$8,128,883	\$7,722,439		\$7,722,439	95%Mod194
11	10/01/03 03/31/04	\$7,899,317		\$7,899,317	\$7,583,343		\$7,583,343	96%Mod220
12	04/01/04 09/30/04	\$8,227,738		\$8,227,738	\$7,980,906		\$7,980,906	97%Mod248
13	10/01/04 03/31/05	\$9,790,689		\$9,790,689	\$9,105,655		\$9,105,655	93%Mod 283
14	04/01/05 09/30/05	\$8,979,160		\$8,979,160	\$8,170,894		\$8,170,894	91%Mod325
15	10/01/05 03/31/06	\$9,117,893		\$9,117,893	\$7,476,674		\$7,476,674	82%Mod350
16	04/01/06 09/30/06	\$8,041,072		\$8,041,072	\$6,658,007		\$6,658,007	82.8%Mod393
17	10/01/06 03/31/07	\$7,825,094		\$7,825,094	\$6,260,073		\$6,260,073	80%Mod430
18	04/01/07 09/30/07	\$8,104,210		\$8,104,210	\$6,767,015		\$6,767,015	83.5%Mod480
19	10/01/07 03/31/08	\$8,400,235	(233,159)	\$8,167,076	\$7,560,212	(\$209,843)	\$7,350,369	90% Mod 509
20	04/01/08 09/30/08	\$7,838,648		\$7,838,648				
GRAND TOTAL		\$158,706,293	(\$233,159)	\$158,473,134		(\$209,843)	\$140,941,277	Earned & Available

2 AMENDMENT/MODIFICATION NO. 514	3 EFFECTIVE DATE 06/16/2008	4 REGISTRATION/PURCHASE REQ. NO. 4200256177	5 PROJECT NO. (if applicable) J-BOSC
6 ISSUED BY KSC	7 ADMINISTERED BY (if other than item 6) KSC	8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	

9A AMENDMENT OF SOLICITATION NO. (X)	9B DATED (SEE ITEM 11)	9C DATED (SEE ITEM 13) 08/15/1998
10A MODIFICATION OF CONTRACT/ORDER NO. NAS1099001		
10B DATED (SEE ITEM 13) 08/15/1998		
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	12 ACCOUNTING AND APPROPRIATION DATA (if required) 4200256177
12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	13. 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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)	15A NAME AND TITLE OF SIGNER (Type or print)	15B CONTRACTOR/OFFEROR	15C DATE SIGNED	15D UNITED STATES OF AMERICA	15E SIGNATURE OF CONTRACTING OFFICER (Signature of Contracting Officer)	15F DATE SIGNED 06/16/2008
--	--	------------------------	-----------------	------------------------------	---	----------------------------

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 \$11,737,195. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through August 8, 2008.

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

15B CONTRACTOR/OFFEROR

15C DATE SIGNED

15D UNITED STATES OF AMERICA

15E SIGNATURE OF CONTRACTING OFFICER (Signature of Contracting Officer)

15F DATE SIGNED 06/16/2008

16. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

17. ADMINISTERED BY (if other than item 6) KSC

18. PROJECT NO. (if applicable) J-BOSC

19. REGISTRATION/PURCHASE REQ. NO. 4200256177

20. ISSUED BY KSC

21. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

22. ACCOUNTING AND APPROPRIATION DATA (if required) 4200256177

23. 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

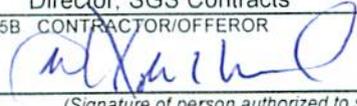
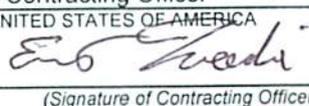
24. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

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

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

27. OTHER (Specify type of modification and authority)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTROL ID CODE	PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 515		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, LLC 1980 N Atlantic Ave, Suite 330 Cocoa Beach, FL 32931			9A. AMENDMENT OF SOLICITATION NO.		
<h1>Original</h1>			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.					
7. 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 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 <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>Pursuant to Article B-13, this modification makes a downward adjustment to the annual estimated cost and fee for fiscal year 2008 (CCR 08-40). The total estimated cost for work approved under this article for FY 2008 was less than 90% of the annual estimated contract value necessitating this downward adjustment. This reduces the estimated cost by (\$648,261), annual fee by (\$51,861) and the estimated contract value (\$700,122).</p> <p>This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2, Contract Funding, and Article B-13, NASA/KSC Information Technology/Geographical Information System Applications Development, as shown on the attached pages. All other terms and conditions of the contract remain unchanged.</p> <p>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>					
15A. NAME AND TITLE OF SIGNER (Type or print) Joseph P. Kohlbrand Director, SGS Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer		
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 7/30/08		16B. UNITED STATES OF AMERICA 	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C. DATE SIGNED 7/31/08	

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 (FFP) (Sept 1998)	\$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	\$396,406,378	\$23,187,199	419,593,577
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	\$23,187,199	428,793,577
(10/01/00-09/30/01)	\$215,635,118	\$13,106,768	228,741,886
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	\$13,106,768	247,546,263
(10/01/01-09/30/02)	\$234,055,207	\$14,098,312	248,153,519
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	\$14,098,312	268,019,423
(10/01/02-09/30/03)	\$247,365,902	\$15,357,411	262,723,313
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	\$269,792,373	\$15,357,411	285,149,784
TOTAL BASIC PERIOD	\$1,164,872,843	\$65,749,690	1,230,622,533
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$244,075,599	\$15,352,803	259,428,402
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	\$266,211,366	\$15,352,803	281,564,169
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	\$268,854,488	\$15,564,252	284,418,740

<u>Option Period 1 Oct 04 - 30 Sept 06</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,058,749	295,821,939
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	\$304,659,135	\$17,058,749	321,717,884
(10/01/05-09/30/06)	\$259,760,241	\$13,909,908	273,670,149
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	\$288,861,895	\$13,909,908	302,771,803
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	\$599,053,185	\$31,411,229	630,464,414
<u>Option Periods 1 Oct 06 - 30 Sep 08</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$244,370,822	\$12,781,080	257,151,902
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	\$276,238,092	\$12,781,080	289,019,172
(10/01/07-9/30/08)	\$246,781,182	\$14,968,216	261,749,398
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 515	(\$648,261)	(\$51,861)	(700,122)
Total FY08	\$279,581,758	\$14,916,355	294,498,113

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	\$0	\$0	\$0
10/01/07-09/30/08	\$0	\$0	\$0
Total Option 4BC	\$0	\$0	\$0
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	\$561,654,973	\$28,164,245	589,819,218
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,594,435,489	\$140,889,416	\$2,735,324,905
*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.

AF P	BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 514	Total Award Fee For Mod 515	Adjusted Available Award Fee	Earned Award Fee Mod 513	Earned Award Fee Mod 515	Earned Award Fee	Award Fee Score and Mod
1	10/01/98	03/31/99	\$7,681,869		\$7,681,869	\$6,146,144		\$6,146,144	80% Mod 15
2	04/01/99	09/30/99	\$6,033,858		\$6,033,858	\$4,826,665		\$4,826,665	80% Mod 36
3	10/01/99	03/31/00	\$7,837,000		\$7,837,000	\$6,731,039		\$6,731,039	86% Mod 57
4	04/01/00	09/30/00	\$6,451,003		\$6,451,003	\$5,483,352		\$5,483,352	85% Mod 75
5	10/01/00	03/31/01	\$7,589,239		\$7,589,239	\$6,754,934		\$6,754,934	89% Mod 99
6	04/01/01	09/30/01	\$6,976,249		\$6,976,249	\$6,348,388		\$6,348,388	91%Mod118
7	10/01/01	03/31/02	\$5,863,642		\$5,863,642	\$5,336,408		\$5,336,408	91%Mod127
8	04/01/02	09/30/02	\$9,798,867		\$9,798,867	\$8,765,356		\$8,765,356	92%Mod147
9	10/01/02	03/31/03	\$8,121,627		\$8,121,627	\$7,634,968		\$7,634,968	94%Mod167
10	04/01/03	09/30/03	\$8,128,883		\$8,128,883	\$7,722,439		\$7,722,439	95%Mod194
11	10/01/03	03/31/04	\$7,899,317		\$7,899,317	\$7,583,343		\$7,583,343	96%Mod220
12	04/01/04	09/30/04	\$8,227,738		\$8,227,738	\$7,980,906		\$7,980,906	97%Mod248
13	10/01/04	03/31/05	\$9,790,689		\$9,790,689	\$9,105,655		\$9,105,655	93%Mod 283
14	04/01/05	09/30/05	\$8,979,160		\$8,979,160	\$8,170,894		\$8,170,894	91%Mod325
15	10/01/05	03/31/06	\$9,117,893		\$9,117,893	\$7,476,674		\$7,476,674	82%Mod350
16	04/01/06	09/30/06	\$8,041,072		\$8,041,072	\$6,658,007		\$6,658,007	82.8%Mod393
17	10/01/06	03/31/07	\$7,825,094		\$7,825,094	\$6,260,073		\$6,260,073	80%Mod430
18	04/01/07	09/30/07	\$8,104,210		\$8,104,210	\$6,767,015		\$6,767,015	83.5%Mod480
19	10/01/07	03/31/08	\$8,167,076		\$8,167,076	\$7,350,369		\$7,350,369	90% Mod 509
20	04/01/08	09/30/08	\$7,838,648	(51,861)	\$7,786,787				
GRAND TOTAL			\$158,473,134	(51,861)	\$158,421,273		\$0	\$140,889,416	Earned & Available

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 478						
<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 478	\$2,731,539,523	\$2,304,179,622	\$185,351,833	\$2,489,531,455	11/21/2007	
480	(\$1,333,894)					
481	\$1,562,127					
485		\$13,462,728	\$1,077,018	\$ 14,539,746	12/17/2007	
486	\$9,097,049					
487		\$44,216	\$3,537	\$ 47,753	12/17/2007	
488	\$10,265					
489		\$63,572,607	\$5,085,809	\$ 68,658,416	3/12/2008	
490		\$4,417,806	\$353,424	\$ 4,771,230	3/14/2008	
491		\$77,417	\$6,193	\$ 83,610	3/14/2008	
494	(\$930,462)					
495	(\$764,056)					
496		\$5,171,964	\$413,757	\$ 5,585,721	3/17/2008	
497		\$9,330,699	\$746,456	\$ 10,077,155	3/26/2008	
498		\$27,303,710	\$2,184,297	\$ 29,488,007	4/29/2008	
499	\$808,818					
504		\$14,800,003	\$1,184,000	\$15,984,003	5/15/2008	
507		\$29,465,641	\$2,562,229	\$32,027,870	6/24/2008	
508		\$16,672,514	\$1,333,801	\$18,006,315	7/21/2008	
509	(\$840,023)					
510		\$4,777,628	\$382,210	\$ 5,159,838	7/24/2008	
512		\$8,333,333	\$666,667	\$ 9,000,000	7/31/2008	
513	(\$3,124,320)					
514		\$10,867,773	\$869,422	\$ 11,737,195	8/8/2008	
515	(\$700,122)					
TOTAL	\$2,735,324,905	\$2,512,477,661	\$202,220,653	\$2,714,698,314		

**ARTICLE B-13 NASA/KSC INFORMATION
TECHNOLOGY/GEOGRAPHICAL INFORMATION
SYSTEM APPLICATIONS DEVELOPMENT**

This Article applies to Statement of Work paragraphs 2.1.1.5 and 3.3.1.1 and Technical Exhibits 2.1.1.5-01 and 3.3.1-01. The total value of this contract includes the following values to support NASA/KSC Information Technology/Geographical Information System Applications Development.

<u>Performance Period</u>	<u>Estimated Contract Value</u>	<u>Estimated Cost</u>	<u>Annual Fee</u>
Fiscal Year 2000	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2001	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2002	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2003	\$3,000,000	\$2,777,778	\$222,222
Fiscal Year 2004	\$3,077,446	\$2,849,487	\$227,959
Fiscal Year 2005	\$5,406,803	\$5,006,299	\$400,504
Fiscal Year 2006	\$5,159,678	\$4,777,480	\$382,198
Fiscal Year 2007	\$4,507,567	\$4,173,673	\$333,894
Fiscal Year 2008	\$4,687,500	\$4,340,278	\$347,222

All fee is included in the annual estimated contract value. If the total estimated cost for work approved under this Article is less than 90% of the annual estimated contract value in any government fiscal year, the parties shall negotiate a downward adjustment to estimated cost and fee for the affected year. Value, cost, and fee should not exceed the government fiscal year thresholds established above. (Mod 135) (Mod 235) (Mod 495) **(Mod 515)**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
516	See Block 16C	4200258705		J-BOSC
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
	KSC			KSC
NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899		NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS-JP ATTN: Bryce Collins KENNEDY SPACE CENTER FL 32899		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		(x)		
		9B. DATED (SEE ITEM 11)		
		x		
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001		
		10B. DATED (SEE ITEM 13) 08/15/1998		
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) Net Increase: \$6,228,922.59
4200258705

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

CHECK ONE	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 data, 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 Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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 \$6,228,923. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through August 29, 2008.

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)	
		Timothy M. Freeland	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			06/30/2008
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
518	See Block 16C	4200261256	J-BOSC
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	KSC	NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS-JP ATTN: Bryce Collins KENNEDY SPACE CENTER FL 32899	KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		(x)	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001	
		10B. DATED (SEE ITEM 13) 08/15/1998	

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) Net Increase: \$3,047,576.95
4200261256

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

CHECK ONE	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 Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ 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 \$3,047,577. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through September 4, 2008.

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)
	Timothy M. Freeland
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	07/16/2008

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 478						
<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 478	\$2,731,539,523	\$2,304,179,622	\$185,351,833	\$2,489,531,455	11/21/2007	
480	(\$1,333,894)					
481	\$1,562,127					
485		\$13,462,728	\$1,077,018	\$ 14,539,746	12/17/2007	
486	\$9,097,049					
487		\$44,216	\$3,537	\$ 47,753	12/17/2007	
488	\$10,265					
489		\$63,572,607	\$5,085,809	\$ 68,658,416	3/12/2008	
490		\$4,417,806	\$353,424	\$ 4,771,230	3/14/2008	
491		\$77,417	\$6,193	\$ 83,610	3/14/2008	
494	(\$930,462)					
495	(\$764,056)					
496		\$5,171,964	\$413,757	\$ 5,585,721	3/17/2008	
497		\$9,330,699	\$746,456	\$ 10,077,155	3/26/2008	
498		\$27,303,710	\$2,184,297	\$ 29,488,007	4/29/2008	
499	\$808,818					
504		\$14,800,003	\$1,184,000	\$15,984,003	5/15/2008	
507		\$29,465,641	\$2,562,229	\$32,027,870	6/24/2008	
508		\$16,672,514	\$1,333,801	\$18,006,315	7/21/2008	
509	(\$840,023)					
510		\$4,777,628	\$382,210	\$ 5,159,838	7/24/2008	
512		\$8,333,333	\$666,667	\$ 9,000,000	7/31/2008	
513	(\$3,124,320)					
514		\$10,867,773	\$869,422	\$ 11,737,195	8/8/2008	
516		\$5,767,521	\$461,402	\$6,228,923	8/29/2008	
518		\$2,821,831	\$225,746	\$3,047,577	9/4/2008	
TOTAL	\$2,736,025,027	\$2,521,067,013	\$202,907,801	\$2,723,974,814		

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 519		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200263487
5. PROJECT NO. (if applicable) J-BOSC		6. ISSUED BY CODE KSC	
7. ADMINISTERED BY (if other than Item 6) CODE KSC		NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		9A. AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001 10B DATED (SEE ITEM 13) 08/15/1998	
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)
4200263487 Net Increase: \$9,313,160

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

CHECK ONE	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 Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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 \$9,313,160. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through September 18, 2008.

Except as provided herein, all terms and conditions of the document referenced in Item 8A 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)	
		Timothy M. Freeland	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	07/30/2008

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 478						
As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH	
Subtotal as of Mod 478	\$2,731,539,523	\$2,304,179,622	\$185,351,833	\$2,489,531,455	11/21/2007	
480	(\$1,333,894)					
481	\$1,562,127					
485		\$13,462,728	\$1,077,018	\$ 14,539,746	12/17/2007	
486	\$9,097,049					
487		\$44,216	\$3,537	\$ 47,753	12/17/2007	
488	\$10,265					
489		\$63,572,607	\$5,085,809	\$ 68,658,416	3/12/2008	
490		\$4,417,806	\$353,424	\$ 4,771,230	3/14/2008	
491		\$77,417	\$6,193	\$ 83,610	3/14/2008	
494	(\$930,462)					
495	(\$764,056)					
496		\$5,171,964	\$413,757	\$ 5,585,721	3/17/2008	
497		\$9,330,699	\$746,456	\$ 10,077,155	3/26/2008	
498		\$27,303,710	\$2,184,297	\$ 29,488,007	4/29/2008	
499	\$808,818					
504		\$14,800,003	\$1,184,000	\$15,984,003	5/15/2008	
507		\$29,465,641	\$2,562,229	\$32,027,870	6/24/2008	
508		\$16,672,514	\$1,333,801	\$18,006,315	7/21/2008	
509	(\$840,023)					
510		\$4,777,628	\$382,210	\$ 5,159,838	7/24/2008	
512		\$8,333,333	\$666,667	\$ 9,000,000	7/31/2008	
513	(\$3,124,320)					
514		\$10,867,773	\$869,422	\$ 11,737,195	8/8/2008	
516		\$5,767,521	\$461,402	\$6,228,923	8/29/2008	
518		\$2,821,831	\$225,746	\$3,047,577	9/4/2008	
519		\$8,623,296	\$689,864	\$9,313,160	9/18/2008	
TOTAL	\$2,736,025,027	\$2,529,690,309	\$203,597,665	\$2,733,287,974		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 520	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200266372	5. PROJECT NO. (if applicable) J-BOSC
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899	CODE KSC	7. ADMINISTERED BY (if other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS-JP ATTN: Bryce Collins KENNEDY SPACE CENTER FL 32899	CODE KSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE GATEWAY SUPPORT Attn: NONE SPECIFIED 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-3431		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001	10B. DATED (SEE ITEM 13) 08/15/1998

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) Net Increase: \$52,136.19
4200266372

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

CHECK ONE	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 Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ 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 \$52,136. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through September 18, 2008.

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) Timothy M. Freeland	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8-22-08

