

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. <div style="text-align: center;">1</div>		3. EFFECTIVE DATE <div style="text-align: center;">see block 16c</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200288332</div>		5. PROJECT NO
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Orbital Sciences Corporation Attn: Steve Mumma 21839 Atlantic Blvd Dulles, VA 20166-6850				(9) 9A. AMENDMENT OF SOLICITATION NO		
				(9B. DATED (SEE ITEM 11))		
				(10) 10A. MOD. OF CONTRACT/ORDER No NNJ09GA02B		
CODE		FACILITY CODE		(10B. DATED (SEE ITEM 13))		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning one (1) copy of the amendment;  (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or  (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
PR# 4200288332, \$10,000,000 <span style="float: right;">Financial Management</span>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)						
IMPORTANT: Contractor (is or is not) 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.)						
See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER		
				Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				Judy F. Ross (Signature Of Contracting Officer)		26 Mar 2009

The purpose of this modification is to:

1. Increase funding on this contract from \$10,000,000, by \$10,000,000, to \$20,000,000.
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
  - (a) Of the total price of CLINs 0001 through 0003, the sum of \$20,000,000 is presently available for payment and allotted to this contract.
  - (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until April 30, 2009.
3. Replacement pages for Section II, pages 16 and 17 are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

**II.A. ADDENDUM TO FAR 52.212-4**

NOTE: In accordance with paragraph (s) of FAR clause 52.212-4, any inconsistencies between FAR Clause 52.212-4 and the Addendum to FAR 52.212-4 of this solicitation or contract shall be resolved by giving precedence to the Addendum to FAR 52.212-4, except for the paragraphs listed in (s)(2).

**II.A.1 ON-RAMP**

- 1.1 The purpose of the Indefinite Delivery Indefinite Quantity (IDIQ) on-ramp is to provide NASA with a mechanism to recompete due to the loss of an existing ISS Commercial Resupply Services (CRS) supplier or to procure a vehicle service that is not currently being provided within the scope of this contract during the period of performance. NASA will determine whether those conditions are met prior to synopsizing and conducting the "On-Ramp" competition.
- 1.2 The parties mutually agree that the original solicitation, as revised, will be used as a basis to add additional awardees to the pool of existing awardee(s) to compete on future task orders. The decision to request proposals under the clause will be solely at NASA's discretion and will only occur after this requirement has been synopsized.  
  
If NASA issues a solicitation notice, new and existing providers will be allowed to submit proposals within the notice's stated response time. Upon award of each additional contract, NASA shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.
- 1.3 Existing Contractors may propose services consistent with the Instruction to Offerors of the "On-Ramp" Request for Proposal, as revised. If the existing Contractor(s) chooses not to respond to the "On-Ramp" Request for Proposal, they remain as a candidate for competition of future orders under the terms of the existing contract.

(End of clause)

**II.A.2 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)  
(MAR 1989)**

- (a) Of the total price of CLINs 0001 through 0003, the sum of \$20,000,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue

performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until April 30, 2009.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.

(3) Reserved.

(i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT I D CODE NNJ09GA02B		PAGE OF PAGES 1 7	
2. AMENDMENT/MOD NO. 2		3. EFFECTIVE DATE 5/7/2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696			7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Orbital Sciences Corporation Attn: Steve Mumma 21839 Atlantic Blvd Dulles, VA 20166-6850			(9)		9A. AMENDMENT OF SOLICITATION NO	
					9B. DATED (SEE ITEM 11)	
			(10)		10A. MOD. OF CONTRACT/ORDER No NNJ09GA02B	
CODE		FACILITY CODE		<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
Financial Management						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)						
IMPORTANT: Contractor IS required to sign this document and return 2 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF CONTRACTING OFFICER STEVEN A. MUMMA, CPOM Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER Judy F. Ross, Contracting Officer			
15B. CONTRACTOR/OFFEROR Advanced Programs Group <i>(Signature of person authorized to sign)</i>			16B. UNITED STATES OF AMERICA <i>Judy F. Ross</i> (Signature Of Contracting Officer)		16C. DATE SIGNED 5/7/2009	

The purpose of this modification is to make the following administrative changes to the contract:

1. Change block 1, Requisition No., of Standard Form (SF) 1449, Solicitation/Contract Order for Commercial Items

**FROM:** (blank)

**TO:** 4200278693

2. Change block 3, Award/Effective Date, of SF 1449

**FROM:** (blank)

**TO:** 12/23/2008

3. Change block 18a, Payment Will Be Made By, of SF 1449

**FROM:** NASA-Johnson Space Center  
Financial Management Division/LF  
2101 NASA Parkway  
Houston, TX 77058

**TO:** NASA Shared Services Center  
FMD Accounts Payable  
Bldg. 111, C Road  
Stennis Space Center, MS 39529

4. Change block 25, Accounting and Appropriation Data, of SF 1449

**FROM:** (blank)

**TO:** PR# 4200278693; \$10,000,000

5. Change Clause I.A.2, **PERIOD COVERED BY PROCUREMENT**

**FROM:** The total period of performance for this effort is January 1, 2009 through December 31, 2015.

**TO:** The total period of performance for this effort is December 23, 2008 through December 31, 2015.

6. Change Clause I.A.3, **INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ), FIRM-FIXED PRICE CONTRACT**, first paragraph

**FROM:** In accordance with Clause VI.A.5, Single or Multiple Awards (FAR 52.216-27) (Oct 1995), NASA may elect to award multiple contracts. The guaranteed minimum value of this contract is the negotiated value of 20,000 kg (20 MT) of upmass to the International Space Station (ISS) based on the values established in Clause I.A.4. If the contract includes the acceptance of Sub-CLIN 0001AC, an additional guaranteed minimum value of this contract is increased by the negotiated value of 3,000 kg (3 MT) of Return Cargo Downmass, based on the values established in Clause I.A.4.

**TO:** In accordance with Clause VI.A.5, Single or Multiple Awards (FAR 52.216-27) (Oct 1995), NASA may elect to award multiple contracts. The guaranteed minimum value of this contract is the negotiated value of 20,000 kg (20 MT) of

upmass to the International Space Station (ISS) based on the values established in Clause I.A.4. If the contract includes the acceptance of Sub-CLIN 0001AE, an additional guaranteed minimum value of this contract is increased by the negotiated value of 3,000 kg (3 MT) of Return Cargo Downmass, based on the values established in Clause I.A.4 (at award, the Government declined Sub-CLIN 0001AE).

7. Delete Clause II.A.19A, **OPTIONAL MISSION SUCCESS DETERMINATION, INVESTIGATION, AND CORRECTIVE ACTIONS** – N/A because it does not apply to this contract. (Pages 32- 34).
8. Change Clause II.A.28, **OMBUDSMAN – ALTERNATE I (NFS 1852.215-84) JUN 2000)** (Page 43)

<b>FROM:</b> Lucy V. Kranz	<b>TO:</b> Melanie W. Saunders
Attn: Mail Code AC	Attn: Mail Code AC
2101 NASA Parkway	2101 NASA Parkway
Houston, TX 77058-3696	Houston, TX 77058-3696
281-483-0490	281-483-0490
facsimile 281-483-2200	facsimile 281-483-2200
email: lucy.v.kranz@nasa.gov	email: melanie.saunders-1@nasa.gov

9. Change Clause II.A.30, **RIGHTS IN DATA-GENERAL (FAR 52.227-14) (DEC 2007)**, Restricted Rights Notice (Dec 2007) paragraph (a)

**FROM:** This computer software is submitted with restricted rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

**TO:** This computer software is submitted with restricted rights under Government Contract No. NNJ09GA02B (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

10. Change Clause II.A.6 **RESUPPLY MISSION PAYMENTS, MILESTONE EVENTS AND COMPLETION CRITERIA** to correctly reflect changes from the contractor's final proposal revisions, as follows:

- a. Table II.A.6-1: Mission Payment Schedule – change references to “HESS” Missions to “Enhanced Capability” Missions under Milestones 1 and 2, remove the Early Bird PCM Mission and insert the word “Mission” in front of ATP for Milestone 1

FROM:

Table II.A.6-1: Mission Payment Schedule

Mission Level Milestone	Invoice Submission Date (Launch - /+ Months)	Major Resupply Mission Milestone	Amount (% of Standard Mission Price)
1	L-33 (First RCM Mission) L-30 (First HESS Mission) L-28 (First PCM Mission) L-24 (All Other Missions) L-23 (Early Bird PCM Mission)	Authorization to Proceed (ATP)	b4
2	L-22 (Early Bird PCM Mission) L-29 (First HESS Mission) L-23 (First RCM Mission) L-27 (First PCM Mission) L-23 (All Other Missions)	Long Lead Order Placement	
3	L-18	Vehicle Baseline Review (VBR)	
4	L-16	SM Propulsion Subsystem Fabrication	
5	L-13	Mission Integration Review (MIR)	
6	L-11	Service Module Integration and Test	
7	L-8	Receipt of Long Lead Items	
8	L-4	Cargo Integration Review (CIR)	
9	L	Launch	
10	L+2	Delivery	



TO:

Table II.A.6-1: Mission Payment Schedule

Mission Level Milestone	Invoice Submission Date (Launch - /+ Months)	Major Resupply Mission Milestone	Amount (% of Standard Mission Price)
1	L-33 (First RCM Mission) L-30 (First Enhanced Capability Mission) L-28 (First PCM Mission) L-24 (All Other Missions)	Mission Authorization to Proceed (ATP)	b4
2	L-29 (First Enhanced Capability Mission) L-23 (First RCM Mission) L-27 (First PCM Mission) L-23 (All Other Missions)	Long Lead Order Placement	
3	L-18	Vehicle Baseline Review (VBR)	
4	L-16	SM Propulsion Subsystem Fabrication	
5	L-13	Mission Integration Review (MIR)	
6	L-11	Service Module Integration and Test	
7	L-8	Receipt of Long Lead Items	
8	L-4	Cargo Integration Review (CIR)	
9	L	Launch	
10	L+2	Delivery	

11. Change Clause II.A.8 **ORDER LIMITATIONS (FAR 52.216-19)** Sections (b)(1) and (b)(2) Maximum Order to reference the additional Sub-CLINs that were added to Clause I.A.4 Contract Line Items to correctly reflect changes from the contractor's final proposal revisions, as follows:

FROM:

- (b) *Maximum order.* The Contractor is not obligated to honor—

- (1) During any calendar year, any order for a single item in excess of four missions for any single Sub-CLIN of 0001AA, Pressurized Upmass; Sub-CLIN 0001AB, Unpressurized Upmass; or Sub-CLIN 0001AC, Return Cargo Downmass (starting in CY2012);
- (2) Any order for a combination of items in excess of six missions of Sub-CLIN of 0001AA, Pressurized Upmass; Sub-CLIN 0001AB, Unpressurized

Upmass; or Sub-CLIN 0001AC, Return Cargo Downmass (starting in CY2012); or

**TO:**

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) During any calendar year, any order for a single item in excess of four missions for any single Sub-CLIN of 0001AA, Pressurized Upmass, PCM, Basic Capability; Sub-CLIN 0001AB, PCM, Enhanced Capability; Sub-CLIN 0001AC Unpressurized Upmass, UCM, Basic Capability; Sub-CLIN 0001AD Return Cargo Upmass (starting in CY2012); Sub-CLIN 0001AE Return Cargo Downmass, RCM, Basic Capability (starting in CY 2012); Sub-CLIN 0001AF Disposal Cargo Downmass, PCM, Basic Capability; or Sub-CLIN 0001AG Disposal Cargo Downmass, PCM, Enhanced Capability (starting in CY2013);

(2) Any order for a combination of items in excess of six missions of Sub-CLIN of 0001AA, Pressurized Upmass, PCM, Basic Capability; Sub-CLIN 0001AB, PCM, Enhanced Capability; Sub-CLIN 0001AC Unpressurized Upmass, UCM, Basic Capability; Sub-CLIN 0001AD Return Cargo Upmass (starting in CY2012); Sub-CLIN 0001AE Return Cargo Downmass, RCM, Basic Capability (starting in CY 2012); Sub-CLIN 0001AF Disposal Cargo Downmass, PCM, Basic Capability; or Sub-CLIN 0001AG Disposal Cargo Downmass, PCM, Enhanced Capability (starting in CY2013); or

12. Change Clause II.A.23 **SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION – CONTRACT DOLLAR TARGETS** to reflect correct dollar values based upon the revised total contract value of \$1,885,450, 000.00 per Task Order 1

**FROM:**

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

\*NAICS Industry

<u>Subsectors</u> <u>Value</u>	<u>Dollar Target</u>	<u>Percent of Contract</u>
331 Primary Metal Manufacturing	\$15,500,000	
332 Fabricated Metal Product Mfg.	\$46,500,000	
334 Computer and Electronic Product Mfg.	\$15,500,000	
336 Transportation Equipment Mfg.	\$15,500,000	
541 Professional, Scientific and		

b4

Technical Services	\$31,000,000
Total	\$124,000,000

\*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

TO:

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

\*NAICS Industry

<u>Subsectors</u> <u>Value</u>	<u>Dollar Target</u>	<u>Percent of Contract</u>
331 Primary Metal Manufacturing	\$ 9,427,250	
332 Fabricated Metal Product Mfg.	\$28,281,750	
334 Computer and Electronic Product Mfg.	\$ 9,427,250	b4
336 Transportation Equipment Mfg.	\$ 9,427,250	
541 Professional, Scientific and Technical Services	\$18,854,500	
Total	\$ 75,418,000	

\*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

13. Replacement pages are provided herein; SF 1449, the Table of Contents, and Sections I and II are reissued in their entirety.

14. All other terms and conditions remain unchanged and in full force and effect.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

1 2

2. AMENDMENT/MOD NO.

3

3. EFFECTIVE DATE

5 May 2009

4. REQUISITION/PURCHASE REQ. NO.

4200293485

5. PROJECT NO

ASA-Johnson Space Center CODE

Attn: Judy Ross, Mail Code BG

2101 NASA Pkwy

Houston, TX 77058-3696

7. ADMINISTERED BY CODE

NASA-Johnson Space Center, Attn: Judy Ross/BG

2101 NASA Pkwy

Houston, TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)

Orbital Sciences Corporation

Attn: Steve Mumma

21839 Atlantic Blvd

Dulles, VA 20166-6850

(9)

9A. AMENDMENT OF SOLICITATION NO

(10)

9B. DATED (SEE ITEM 11)

(10)

10A. MOD. OF CONTRACT/ORDER No

NNJ09GA02B

CODE

FACILITY CODE

(X)

10B. DATED (SEE ITEM 13)

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

(a) By completing items 8 and 15, and returning one (1) copy of the amendment;

(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or

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

## 12. ACCOUNTING AND APPROPRIATION DATA (if required)

PR# 4200293485, \$42,625,000

Financial Management

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

☐

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

☐

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

☐

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

☒

D. OTHER (Specify type of modification and authority)

NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)

IMPORTANT: Contractor (is or is not) 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.)

See Page 2.

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER

Judy F. Ross, Contracting Officer

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

Judy F. Ross

(Signature Of Contracting Officer)

5 May 2009

The purpose of this modification is to:

1. Increase funding on this contract from \$20,000,000, by \$42,625,000, to \$62,625,000.
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
  - (a) Of the total price of CLINs 0001 through 0003, the sum of \$62,625,000 is presently available for payment and allotted to this contract.
  - (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2009.
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
1 2

2. AMENDMENT/MOD NO. 4  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. N/A  
5. PROJECT NO.

NASA-Johnson Space Center  
Attn: Judy Ross, Mail Code BG  
2101 NASA Pkwy  
Houston, TX 77058-3696

7. ADMINISTERED BY CODE  
NASA-Johnson Space Center, Attn: Judy Ross/BG  
2101 NASA Pkwy  
Houston, TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)

Orbital Sciences Corporation  
Attn: Steve Mumma  
21839 Atlantic Blvd  
Dulles, VA 20166-6850

(9) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

(10) 10A. MOD. OF CONTRACT/ORDER No  
NNJ09GA02B

CODE

FACILITY CODE

X 10B. DATED (SEE ITEM 13)

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
- (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Financial Management

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

- ☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- ☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- ☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- ☒ D. OTHER (Specify type of modification and authority)  
Clause II.A. 10, Changes-Fixed Price (Deviation) (FAR 52.243-1) (Aug 1987)

IMPORTANT: Contractor IS required to sign this document and return 2 copies to the issuing office.

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

See Page 2.

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER

Judy F. Ross, Contracting Officer

B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Natalie Imfeld, Senior Contracts Admin.  
Signature of person authorized to sign  
6/4/09

Judy F. Ross  
Signature Of Contracting Officer

6/5/09

The purpose of this modification is to:

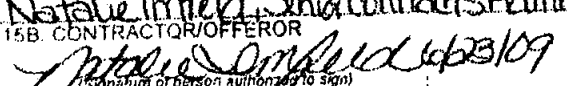
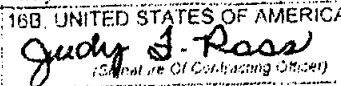
1. Modify paragraphs 2 and 3 of DRD C1-5, Export Control Plan, as follows:

**FROM:** A draft plan shall be submitted within 30 days after contract award. A final Contractor-approved plan shall be submitted within 120 days after contract award.

The ECP requires concurrence of the Center Export Administrator (CEA). The plan shall be submitted within 30 days after contract start in draft form and revised to provide a final plan for approval within 120 days after contract start. The plan shall be reviewed at least annually thereafter and updated as required.

**TO:** The ECP shall be submitted within 30 days after contract start in draft form. It will be reviewed by the Center Export Administrator (CEA) for Johnson Space Center. Any comments from the Center will be submitted to the contractor through the Contracting Officer. The final plan, incorporating changes as necessary, shall be submitted within 120 days after contract start. The contractor shall review their plan at least annually thereafter and update it as required.

2. Replace Attachment V.D. Small Business and Small Disadvantaged Business Subcontracting Plan, dated 10 November 2008, with Small Business and Small Disadvantaged Business Subcontracting Plan, Rev-A, dated 09 April 2009.
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1	3
2. AMENDMENT/MOD NO. <div style="text-align: center;">5</div>		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">N/A</div>		5. PROJECT NO
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)			(9)	9A. AMENDMENT OF SOLICITATION NO		
Orbital Sciences Corporation Attn: Steve Mumma 21839 Atlantic Blvd Dulles, VA 20166-6850				9B. DATED (SEE ITEM 11)		
			(10)	10A. MOD. OF CONTRACT/ORDER No NNJ09GA02B		
CODE			FACILITY CODE		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;            (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or            (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
Financial Management						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Clause II.A. 10, Changes-Fixed Price (Deviation) (FAR 52.243-1) (Aug 1987)						
IMPORTANT: Contractor IS required to sign this document and return 2 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER			
Natalie Imfeld, Senior Contracts Admin.			Judy F. Ross, Contracting Officer			
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
 (Signature of person authorized to sign)			 (Signature of Contracting Officer)		25 Jun 2009	
NON-REPRODUCTION OF ORIGINAL			30-105		STANDARD FORM 10-REV 10-2005	



The purpose of this modification is to:

**1. Add Clause II.A.32, Subcontracting With Russian Entities For Goods Or Services:**

**II.A.32 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES**

(a) Definitions: In this provision:

(1) The term "Russian entities" means:

(A) Russian persons, or

(B) Entities created under Russian law or owned, in whole or in part, by Russian persons or companies including, but not limited to, the following:

(i) The Russian Federal Space Agency (Roscosmos),

(ii) Any organization or entity under the jurisdiction or control of Roscosmos, or

(iii) Any other organization, entity, or element of the Government of the Russian Federation.

(2) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to July 1, 2016, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the reporting requirement in section 6(i) of the Iran, North Korea, and Syria Nonproliferation Act. The provisions of this clause are without prejudice to the question of whether the Contractor or its subcontractor(s) are making extraordinary payments under section 6(a) or fall within the exceptions in section 7(1)(B) of the Act. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. Contractors.

(c) (1) The Contractor shall not subcontract with Russian entities without first receiving written approval from the CO. In order to obtain this written approval to subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the CO with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraph (a):

(A) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will be made under the subcontract.

(B) The Contractor shall provide certification that the subcontracting entity is not, at the date of the subcontract approval request, on any of the lists of proscribed denied parties, specially designated nationals and entities of concern found at:

BIS's Listing of Entities of Concern (see <http://www.access.gpo.gov/bis/ear/pdf/744-spir.pdf>)

BIS's List of Denied Parties (see <http://www.bis.doc.gov/dpl/Default.shtm>)

OFAC's List of Specially Designated Nationals (Adobe® PDF format) (see <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>)

List of Unverified Persons in Foreign Countries (see [http://www.bis.doc.gov/Enforcement/UnverifiedList/unverified\\_parties.html](http://www.bis.doc.gov/Enforcement/UnverifiedList/unverified_parties.html))

State Department's List of Parties Statutorily Debarred for Arms Export Control Act Convictions (see <http://www.pmdc.state.gov/debar059.htm>)

State Department's Lists of Proliferating Entities (see <http://www.state.gov/vis/c15231.htm>)

(2) Unless relief is granted by the CO, the information necessary to obtain approval to subcontract shall be provided to the CO 30 business days prior to executing any planned subcontract with entities defined in paragraph (a).

(d) After receiving approval to subcontract, the Contractor shall provide the CO with a report every six months that documents the individual payments made to an entity in paragraph (a). The reports are due on July 15th and January 15th. The July 15th report shall document all of the individual payments made from the previous January through June. The January 15th report shall document all of the individual payments made from the previous July through December. The content of the report shall provide the following information for each time a payment is made to an entity in paragraph (a):

- (1) The name of the entity
- (2) The subcontract number
- (3) The amount of the payment
- (4) The date of the payment

(e) The CO may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The CO may direct the Contractor to terminate for the convenience of the Government any subcontract at any tier with an entity described in paragraph (a), subject to an equitable adjustment.

(f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after June 30, 2016 the Contractor shall be responsible to make payments to entities defined in paragraph (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, shall be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before June 30, 2016.

(g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written approval from the CO to enter into any tier subcontract that involves entities defined in paragraph (a).

(End of Clause)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. <b>4200 27-8093</b>		PAGE 1 OF <b>5</b>	
2. CONTRACT NO. <b>NNJ09GA02B</b>		3. AWARD/EFFECTIVE DATE		4. ORDER NO. <b>1</b>		5. SOLICITATION NO.	
7. FOR SOLICITATION INFORMATION CALL		7a. NAME <b>Craig Burrige</b>				7b. TELEPHONE NO. <b>(281) 792-7665</b>	
9. ISSUED BY <b>NASA-Johnson Space Center</b> <b>ISS Procurement Office/BG</b> <b>2101 NASA Pkwy</b> <b>Houston, TX 77058</b>		CODE <b>BG</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUS. <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> EMERGING SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>Net 30</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING <b>DO-C9</b>	
15. DELIVER TO <b>NASA-Johnson Space Center</b> <b>Attn: Craig Burrige/BG</b> <b>2101 NASA Pkwy</b> <b>Houston, TX</b>		CODE		16. ADMINISTERED BY <b>NASA-Johnson Space Center</b> <b>Attn: Craig Burrige/BG</b> <b>2101 NASA Pkwy</b> <b>Houston, TX 77058</b>			
17a. CONTRACTOR/OFFEROR <b>Orbital Sciences Corporation</b> <b>21839 Atlantic Blvd.</b> <b>Dulles, VA 20166</b>		17a. CONTRACTOR/OFFEROR CODE <b>9X711</b> FACILITY CODE <b>101916062</b>		18a. PAYMENT WILL BE MADE BY <b>NSSC - FMD Accounts Payable</b> <b>Building 1111, C Rd.</b> <b>Stennis Space Center, MS 39529</b>		CODE <b>LF</b>	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOW IN BLOCK 18a UNLESS BLOCK ON RIGHT IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		See attached Task Order 1					
25. ACCOUNTING AND APPROPRIATION DATA <b>7200111/6100.2200/72/FC000000/871056.08.05.02.01/</b> <b>000/2200/72/EXCX 220090/7338/1/2 810,000.000</b>						26. TOTAL AWARD AMOUNT (Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer) 			
30b. NAME AND TITLE OF SIGNER (Type or Print) <b>Antonio L. Elias</b> <b>Exec VP &amp; GM, Advanced Programs</b>		30c. DATE SIGNED <b>01/07/09</b>		31b. NAME OF CONTRACTING OFFICER (Type) <b>Craig G. Burrige</b>		31c. DATE SIGNED <b>1/12/09</b>	

Contractor: Orbital Sciences Corporation  
Contract Number: NNJ09GA02B  
Task Order Number: 1

## TASK ORDER

### 1.0 TASK ORDER TITLE: Resupply Services

### 2.0 TASK OVERVIEW

The Contractor shall perform all standard resupply tasks contained in the ISS Commercial Resupply Service's Contract statement of work (SOW) that are required to deliver and dispose of the cargo amounts ordered for each mission in 3.0, below.

### 3.0 TASK ORDER QUANTITIES

	CY10	CY11	CY12	CY13	CY14	CY15
Missions Ordered	0	1	1	2	2	2

### 4.0 TASK ORDER PRICE

	CY10	CY11	CY12	CY13	CY14	CY15	TOTAL
CLIN	N/A	0001AH	0001AH	0001AI	0001AI	0001AI	
Total Prices Per CY (\$M)	b4						

### 5.0 TECHNICAL REQUIREMENTS:

The contractor shall perform all resupply tasks necessary to deliver cargo to and dispose of cargo from the ISS. The Contractor shall furnish all services, maintain all equipment, and infrastructure including but not limited to program management, vehicle integration, mission integration, cargo integration, launch site support, ground and flight system safety, performance assurance, necessary to accomplish the safe and successful resupply within the required periods.

The contractor shall provide all necessary services, test hardware and software, mission specific elements required to integrate the payload(s) to the orbital and launch vehicle systems.

As required by the ISS Resupply Statement of Work, the contractor shall provide operational support services, range support services, launch readiness assessment, mission integration services, mission integration management, mission planning and analysis, mission operations, ground segment operations, security requirement, mission flight procedures, mission training, flight crew and ground support personnel training, mission simulation support, mission real-time support, cargo integration and analysis,

Contractor: Orbital Sciences Corporation

Contract Number: NNJ09GA02B

Task Order Number: 1

cargo physical processing, cargo labeling, crew and equipment interface test, cargo disposal, safety and mission assurance, risk management, safety assessment reviews, integrated cargo safety assessments, proximity operations and ISS Docked Safety Assessments, Ground Safety Reviews, Safety and Health Program, Quality Assurance Program, and Software Quality Assurance System including configuration management, nonconformance/problem reporting and corrective action, software reliability and maintainability, software safety, standards, trade studies, integration assurance, verification and validation, independent verification and validation, certification, security and privacy assurance.

## **6.0 DELIVERABLES & SCHEDULES:**

In accordance with the Statement of Work and Adjustments to Resupply Schedule Clause, the Contractor shall have the following reviews (Note adjustment to the schedules below may occur per the Adjustment to Resupply Schedule Clause):

- Vehicle Baseline Review
- Mission Integration Review
- Cargo Integration Review
- Post Flight Reviews after each mission
- Program reviews once per quarter per the Statement of Work

The Contractor shall provide documentation as required in Attachment V.B, Data Requirements List, and Attachment V.C, Data Requirements Descriptions (DRD's), of the ISS CRS Contract.

The Contractor shall also provide Telemetry Data, which includes Ascent Telemetry, Post Separation/Pre Rendezvous Telemetry as described by the Statement of Work.

Pursuant to clause II.A.20, Adjustments to Mission Schedule, authority to proceed (ATP) for each mission "is formal written direction from the Contracting Officer that authorizes the Contractor to proceed with the work detailed within a NASA-approved, mission-specific work plan (DRD C1-8). ATP will occur within seven (7) days of NASA-approved, Contractor-identified mission initiation milestone and work plan." The Contractor's mission work plans will be incorporated by reference into the task order upon approval.

## **7.0 SURVEILLANCE**

The Government's Insight and Approval will be in accordance with 2.6 of the Statement of Work and Clause II.A.18 Government Insight and Approval.

Contractor: Orbital Sciences Corporation  
Contract Number: NNJ09GA02B  
Task Order Number: 1

## **8.0 MISSION SUCCESS CRITERIA**

Pursuant to clause II.A.19, Mission Success Determination, Investigation and Corrective Action, task orders will be amended at a later date to incorporate the final mission success criteria agreed to by the parties for each mission.

Contractor: Orbital Sciences Corporation  
Contract Number: NNJ09GA02B  
Task Order Number: 1

Task Order Revision History Log		
Revision	Date	Comment

National Aeronautics and  
Space Administration  
Lyndon B. Johnson Space Center  
2101 NASA Parkway  
Houston, TX 77058-3696



February 19, 2009

Reply to Attn of: BG-09-029

Orbital Sciences Corporation  
Attn: Steven Mumma  
21839 Atlantic Blvd  
Dulles, VA 20166-6850

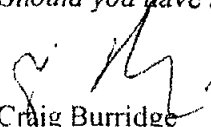
SUBJECT: International Space Station Commercial Resupply Contract NNJ09GA02B,  
Orbital Sciences Corporation (Orbital) Approval of Work Plan for Mission 1

In accordance with Statement of Work section 2.3.1, Mission Integration Management; and Data Requirements Document C1-8, Work Plan; and clause II.A.20, Adjustments to Mission Schedule, part 20.2, Orbital's work plan for Mission 1, designated as "CRS1" in the plan dated February 13, 2009, is hereby approved and authority to proceed with work on mission CRS1 with a target launch date of October 2011 is hereby given by the Contracting Officer.

As indicated in paragraph 1.3.1 under table 1 of the work plan, and in accordance with clause II.A.6, Resupply Mission Payments, Milestone Events and Completion Criteria:

- Table II.A.6-1A: Mission Payment Schedule, Orbital may submit the first milestone payment for the milestone designated as "Authority to Proceed" at Launch-28 months, or June 2009 for payment, and
- Section 6.4 (A), milestone payments prior to ISS Integration may not exceed 30% of the cost of the mission.

Should you have any questions, I may be reached at 281-792-7665.

  
Craig Burridge  
Contracting Officer